



**Request for Proposal (RFP) for
Mobility Data Analytics Platform**

Solicitation Number:	10089626-20-W
Solicitation Issue Date:	February 25, 2020
Questions and Comments Due:	March 10, 2020 @ 12:00 p.m.
Proposal Due Date and Time (Closing Date):	March 30, 2020 @ 2:00 p.m.
Contract Terms:	Two (2) years from Effective Date, with three (3) additional one (1) year periods, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
City Contact:	Michael Warner Senior Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, CA 92101 MWarner@sandiego.gov (619) 236-6154
Submissions:	Respondent is required to provide six (6) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein. Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued. Note: Emailed submissions will not be accepted.

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089626-20-W,
Mobility Data Analytics Platform**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089626-20-W, Mobility Data Analytics Platform (Contractor).

RECITALS

On or about 2/25/2020, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide a mobility data analytics platform as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of two years with up to three one-year extensions for a total not to exceed five (5) years beginning on the Effective Date. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services or five years from the Effective Date, whichever is earliest. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed the RFP cost proposal.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Populus Technologies, Inc
Proposer

BY: [Signature]

115 Sansome St, Ste 1200
Street Address

Print Name:

San Francisco, CA 94104
City

CHRISTIANA GAUGER
Interim Director, Purchasing & Contracting Department

415-364-8048
Telephone No.

7/14/2020
Date Signed

ashley@populus.ai
E-Mail

BY:

[Signature]
Signature of
Proposer's Authorized
Representative

Approved as to form this 15th day of
July, 2020.
MARA W. ELLIOTT, City Attorney

Ashley Friedman
Print Name

BY: [Signature]
Deputy City Attorney
ERIC S. POOCH

Director of Operations
Title

June 30, 2020
Date

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Confidentiality and Non-Disclosure Agreement.

2.6 Additional Information as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection

will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	35
1. Requested information included and thoroughness of response;	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary and response to the Scope of Work Checklist.	
B. Staffing Plan.	5
1. Qualifications of personnel adequate for requirements;	
2. Availability of personnel for required tasks;	
3. Clearly defined Roles/Responsibilities of personnel.	
C. Firm's Capability to provide the services and expertise and Past Performance.	20
1. Relevant experience of the Firm and any subcontractors;	
2. Specific experience with MDS and mobility data;	
3. Other pertinent experience;	
4. Past/Prior Performance;	
5. Capacity/Capability to meet The City of San Diego needs in a timely manner;	
6. Capability to adapt to rapidly changing mobility industry;	
7. Reference checks/	
D. Price.	10
E. Mandatory Demonstration/Presentation.	30
The demonstration/presentation will be evaluated based on the following:	
1. Understanding of City’s requirements;	
2. Thoroughness and clarity of presentation.	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer’s final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Payment Card Industry Data Security Documents. Evidence of all required documents, as described in Exhibit B.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. BACKGROUND

In February 2018, shared mobility device (SMD) companies began operating in San Diego, which has included devices such as motorized scooters and bicycles, and electric bikes. In May 2019, the City of San Diego ("City") amended its Municipal Code to include regulation of these shared mobility devices and operators ([San Diego Municipal Code §83.03](#)). The municipal code puts in place a number of important provisions that provide oversight on SMD operations:

- Device Permitting & Permitted Fleet Size
- Speed & Operating Restrictions (geofencing/location-based)
- Data feed provisions (MDS)
- SMD Staging (Deployments and drop-offs)
- Enforcement Actions

In order to obtain a permit for SMD operations, each operator must provide the City, or any authorized third-party contractor of the City, with real-time and collected SMD data, made available through an application program interface (API).

In July 2019, the City contracted with a third-party vendor, Remix, to provide a data platform to ingest, validate, aggregate, and display SMD data. Since implementation, the City has utilized data to inform its implementation of the SMD ordinance, including transportation planning, SMD corral placement, targeted SMD enforcement, geofencing, event planning, and other uses related to operator compliance with the ordinance.

Currently, the City has between 35-50 users from more than 10 city departments who utilize the existing data analytics platform to access SMD data.

B. INTRODUCTION

The City of San Diego ("City") is seeking the submission of proposals from qualified vendors for a Data Analytics Platform ("DAP") to help with the monitoring and evaluation of compliance with shared mobility device ("SMD") regulations. The City values innovative solutions to the changing landscape of mobility. As emphasized in the City Strategic Plan and Climate Action Plan, the City is committed to increasing opportunities for alternative modes of transportation. With the development and growth of SMDs as a viable means of transportation, the City requires a solution that will guide and support its ability to effectively manage SMD operators and improve mobility for residents alike.

Proposers should review the requirements outlined in the **Specifications and Scope of Work Checklist (Attachment A)** and submit a response in accordance with the proposal requirements shown in the following section.

This RFP is open to all qualified vendors with the ability to provide the stated requirements listed in this solicitation.

C. SPECIFICATIONS & OVERVIEW

This RFP provides minimum requirements and optional features of the proposer's solution. Responding proposers should design their submission to offer the best opportunity to partner in this pursuit of a comprehensive platform to manage the current and potential future needs of mobility in the City of San Diego.

The vendor solution must be capable of ingesting data feeds from multiple SMD operators. At the height of the SMD program, there were more than 20,000 devices in operation sending data points through MDS feeds to the City. Broadly, the requirements are broken out as follows:

1. Requested Technology Requirements
 - a. Platform Features
 - b. Privacy and Security Features
2. Requested Functional Requirements
 - a. Data Features
 - b. Program Monitoring Features
 - c. Program Evaluation Features
 - d. Miscellaneous Features
3. Technical Support

D. INTERROGATORIES

Please provide succinct and methodical responses to each of the questions posed below.

1. Briefly describe how your organization's proposed solution can be used to monitor and evaluate the City's Shared Mobility Device program. Please provide additional details with regards to the following aspects:
 - a. Monitoring of active shared mobility devices, including speed and geofenced boundaries.
 - b. Enforcement of device violations, such as operator staging or rider parking, including features for field staff.
 - c. Communication features, such as how information can be shared with staff, operators, enforcement, and the public.
 - d. Evaluation of operator equity programs, including distribution of devices in particular communities of concern.
 - e. Transit planning, for example first/last mile statistics, and ridership to/from transit hubs.
 - f. Applicable uses for public safety, including restricting areas, communications, and integrating other data sources, such as traffic.

2. The mobility industry is rapidly changing and advancing. Please describe your organization's ability to adapt to the changing landscape of mobility and micromobility. If it assists with your response, please consider the following items:
 - a. Operational/structural capabilities within your organization to implement changes quickly.
 - b. How your organization stays up-to-date with changes and developments in the mobility industry.
 - c. Planned release schedules or commitments to future product updates.
 - d. Ability of your organization to accommodate changes or updates to your proposed solution.

E. SCOPE OF WORK CHECKLIST (ATTACHMENT A)

As part of their submission package, proposers should complete the Scope of Work Checklist (Attachment A). The proposer should indicate whether or not the requested feature currently exists in their solution, is in development, planned in future work or willing to accommodate, or not planned/not willing to accommodate. The proposer should use the 'Comments' field to add any details that will help the Evaluation Committee score the proposer's responses.

F. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract will be identified in the Notice to Proceed and will be responsible for overseeing and monitoring this Contract.

G. PRICING TABLE (ATTACHMENT B)

Proposer must complete the Pricing Table (Attachment B) in its entirety to be considered responsive to the RFP. Pricing shall be inclusive of all costs per the scope of services described herein. Section 2. (Pricing for Optional Features) of the Pricing Table will not be considered in the evaluation of points assessed for Cost per Exhibit A, 3.6 Evaluation Criteria.

Confidentiality and Non-Disclosure Agreement

During the term of that certain Contract resulting from Request for Proposal (RFP) 10089626-20-W dated as of July 15, 2020, between the City of San Diego, a municipal corporation (City) and Populus Technologies, Inc., a Delaware corporation (Contractor) for the provision of Mobility Data Analytics Platform (Contract), City and Contractor (hereinafter each referred to individually as a “Party” and collectively as the “Parties”) may be exposed to important business or technical information which is the property of the other Party. The unauthorized use or disclosure of this information could harm the business of the owner of the information. For this reason, and in consideration of the mutual covenants contained in this Confidentiality and Non-Disclosure Agreement (Agreement) and the mutual disclosure of confidential information to each other, the Parties agree as follows:

1. Confidential Information.

(a) Confidential Information is information disclosed by the Disclosing Party (Disclosing Party) to the Receiving Party (Receiving Party) which is non-public, proprietary or confidential in nature, whether provided in writing, orally, visually, electronically or by other means. Confidential Information includes, but is not limited to the following: (i) know-how, trade secrets, tools, methods, methodologies, techniques, designs, specifications, computer source code, customer lists, customer information, marketing plans, personnel information, financial information, business strategies, and information relating to released or unreleased software, hardware or technology; (ii) information received by the Disclosing Party from third parties under confidential conditions which information is identified by the Disclosing Party as being subject to such conditions, and (iii) the Disclosing Party’s Trade Secrets. Trade Secrets means information which: (a) derives economic value, actual or potential, from not being generally known to, or readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, or (b) is otherwise a Trade Secret as defined by California law. Confidential Information disclosed to the Receiving Party by any Disclosing Party subsidiary, affiliate, or agent is covered by this Agreement.

(b) Confidential Information does not include any information that: (i) is or subsequently becomes publicly available without the Receiving Party or its Representative’s (as defined below) breach of any obligation owed the Disclosing Party; (ii) became known to the Receiving Party prior to the Disclosing Party’s disclosure of such information to the Receiving Party; (iii) became known to the Receiving Party from a source other than the Disclosing Party or its affiliates or advisors other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party or its Representatives without violating any of their obligations under this Agreement. Notwithstanding anything herein, the obligations of confidentiality imposed by this Agreement do not apply to any Confidential Information which is required to be disclosed pursuant to operation of law or legal process, governmental regulation or court order. Nothing in this Agreement shall prohibit City from disclosing information that qualifies as a “public record” (as that term is defined in the California Public Records Act, codified in California Government Code sections 6250 through 6270) and which is not otherwise exempt from release under the provisions of the California Public Records Act.

2. Obligations.

(a) The Parties shall each keep in confidence, and shall cause their respective Representatives to keep in confidence, all Confidential Information disclosed to either of them by the other and shall use such Confidential Information only for the mutually agreed upon objectives of the discussions between the Parties.

(b) Receiving Party shall exercise reasonable care to prevent the disclosure of Confidential Information to any third party, and in any event not less than the same precautions used by the Receiving Party to protect its own Confidential Information. Dissemination of Confidential Information shall be limited to the directors, officers, employees and advisors (including legal, accounting and financial advisors) of the Receiving Party (collectively, the "Representatives"), whose duties justify their need to know such information and then only on the basis of a clear understanding by these Representatives of their obligation to maintain the confidential status of the information and to restrict the use of the information solely to the use granted under this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

(c) All Confidential Information, including all tangible embodiments, copies, reproductions and summaries thereof, and any other information and materials provided by the Disclosing Party to the Receiving Party, shall remain the sole and exclusive property of the Disclosing Party.

(d) Receiving Party shall immediately report to the Disclosing Party any attempt by the Receiving Party's Representatives to disclose any portion of the Confidential Information without authorization from the Disclosing Party, and shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use.

(e) At the Disclosing Party's request, to the extent legally permissible, the Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information in the possession of the Receiving Party or its Representatives.

3. Duration.

This Agreement shall be effective as of the date that it is executed by the last Party to sign the Agreement, and approved by the City Attorney (Effective Date) and will survive for a period of three (3) years after the Effective Date. For Confidential Information that constitutes a Trade Secret, the restrictions set forth in this Agreement shall continue in effect for so long as such information remains a Trade Secret. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their successors, and assigns.

4. Miscellaneous.

(a) This Agreement shall be construed and controlled by laws of the State of California without reference to the provisions governing conflict of laws. Any action or suit brought by the Parties relating to this Agreement shall be brought and conducted solely and exclusively in the State and federal courts having jurisdiction in the County of San Diego. BY EXECUTION OF THIS AGREEMENT, EACH PARTY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND WAIVES

ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

(b) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. It shall not be modified except by a written agreement dated after the date of this Agreement and signed by both Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(c) Subject to the limitations set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.

(d) This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by the Parties acting by and through their authorized officers.

CONTRACTOR

CITY

Populus Technologies, Inc.

City of San Diego

By: 

By: 

Name: Ashley Friedman

Name: Christiana Gauger
Interim Director

Title: Director of Operations

Title: _____
Purchasing and Contracting

Date: 7/17/20

Date: 7/23/2020

Approved as to form this 20th day of
July, 2020.

MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney

ERIC S. POOCH
Print Name

ATTACHMENT B - Scope of Work Checklist

Please complete the following Scope of Work Checklist to indicate the features available in your proposed solution. Please indicate if the feature currently exists (i.e. the feature is available out of the box or within minimum configuration), if the feature is in development (specify the details including estimated availability date), if the feature is future planned or willing to accommodate (specify additional details and any estimated availability date), or if the feature is not planned as part of the solution or not willing to be accommodated. A feature type may be "required", which is weighted the highest, "highly preferred", which is weighted the second highest, or "optional" which is weighted the lowest.

Feature Type	Feature	Feature Status	Comments
	Technology Requirements		
	Platform Features		
Required	Solution is a vendor hosted cloud-based Software as a Service (SaaS)	Currently Exists	
Required	Ability to access vendor solution from a standard web browser	Currently Exists	
Required	Capability to ingest Mobility Data Specification (MDS) and General Bikeshare Feed Specification (GBFS) data, including any new specifications that are released	Currently Exists	
Required	Unlimited data storage	Currently Exists	
Required	Vendor solution is available on-demand for staff members	Currently Exists	
	Privacy & Security Features		
Required	Vendor solution applies de-identification methods to ensure no Personally Identifiable Information (PII) is viewable to staff members	Currently Exists	
Optional	Ability to provide access to aggregated and anonymized data to the general public within the vendor solution	Future Planned or Willing to Accommodate	Populus can create a public dashboard for an additional fee linked to the platform. We anticipate that this would take approximately 1-2 weeks of person-hours to produce but depends on the complexity of the access.
Optional	Ability to provision users with different permissions based on an assigned role (for example, view-only, export data, view drill-down data, etc.)	Currently Exists	
	Functional Requirements		
	Data Features		
Required	Ability to display operator data in near-real time or batch-timed updates	Currently Exists	

ATTACHMENT B - Scope of Work Checklist

Required	Ability to visualize geospatial data	Currently Exists	
Required	Ability to display data in a tabular format	Currently Exists	
Required	Ability to export data generated through the vendor solution	Currently Exists	
Required	Ability to apply filters to drill-down or aggregate data by various geographic boundaries (e.g. City limits, Community Planning Areas, Business Improvement Districts, etc.)	Currently Exists	
Required	Ability to apply filters to drill-down or aggregate data by SMD operator	Currently Exists	
Required	Access to data on both individual-count level (row-level) and summary level (mean, median, sum, etc.)	Currently Exists	
Required	Ability to generate data based on standard time-frames (e.g. day, month, quarter, year, etc.) and user-defined time-frames	Currently Exists	
Required	Access to historical and time-series data	Currently Exists	
Highly Preferred	Ability to provide the City with database credentials access to raw data without Personally Identifiable Information (PII) (via schema or ad-hoc view)	Currently Exists	
Program Monitoring Features			
Required	Ability to monitor all shared mobility devices within City limits, including active and out-of-service devices	Currently Exists	Many cities have had difficulty with various providers as it relates to counting vehicles (in and out of service) in real-time. The Populus team developed the new Mobility Metrics guidelines published in partnership with SAE and Toole Design, and is uniquely qualified to ensure the most accurate reporting and metrics.
Required	Ability to create and display geographic "zones" or geofences for mobility operations	Currently Exists	In addition to creating geofences, Populus has implemented the MDS Policy specifications, which enable seamless communication of new policies to operators.

ATTACHMENT B - Scope of Work Checklist

Highly Preferred	Ability to create and display geographic "zones" or geofences specific to different vehicle types, as defined in the MDS (bicycle, car, scooter)	Currently Exists	Populus Mobility Manager Evaluation Map currently allows users to filter data by vehicle type. Populus is the only platform that has ingested data from shared bikes, scooters, mopeds, and cars (for curbside management/ parking validation). We expanded MDS in late 2018 to validate car-sharing vehicles in Seattle.
Required	Ability to establish geographic "slow ride" zones	Currently Exists	
Required	Ability to establish geographic "no ride" zones	Currently Exists	
Required	Ability to establish geographic user "drop-off" and operator staging zones	Currently Exists	
Highly Preferred	Ability to monitor on an aggregate level (median, mean, etc.) device speeds	Future Planned or Willing to Accommodate	Populus provides speed information in a basic dashboard, but additional methods for understanding vehicle speed can be added to the platform. Depending on the extent of the feature development, it could take 2-4 weeks to produce for an additional fee.
Required	Ability to monitor operator compliance with the City's established policies	Currently Exists	
Optional	Ability to easily add "buffer space" to geographic boundaries / geofences (e.g. adding 500 feet around each side of a geofence) within the vendor solution	Currently Exists	
Highly Preferred	As technology improves, monitor usage of designated SMD parking corrals/ drop-off zones	Currently Exists	
Program Evaluation Features			
Required	Ability to generate a variety of mobility metrics, including but not limited to: trip length (both time and distance), overall trip volume, daily trips per device, etc.	Currently Exists	
Required	Ability to determine the proportion of micromobility origin/destinations near transit stations	Currently Exists	Populus is part of a TCRP (Transit Cooperative Research Program) award funded by the Transportation Research Board to analyze the impacts of micromobility on transit, and will be integrating advanced transit analysis features into the platform - in addition to functionality that currently exists.

EXHIBIT B - Scope of Work Checklist

Optional	Ability to apply a dynamic threshold for trips near transit stations (e.g. trips beginning/ending within 500 ft, 1mi, 2mi of station, etc.)	Currently Exists	Currently, users can apply a buffer to shapes in the Evaluation Map, which can be included uploaded locations of major transit stops. These features are currently being used by the City of Oakland which recently chose Populus through a competitive RFP, after trial access with multiple vendors.
Required	Ability to view SMD transit corridors or "hot spots" of rider activity / trip paths	Currently Exists	
Required	Ability to assess operator performance in equitable distribution (i.e. devices deployed in communities of concern)	Currently Exists	
Required	Ability to create or display reports	Currently Exists	
	Communication Features		
Highly Preferred	Provide alerts/notifications to City Staff when an operator is not in compliance	Currently Exists	
Highly Preferred	Provide alerts/notifications to SMD Operators when an operator is not in compliance	Currently Exists	
Optional	Ability to send / export / share geographic zones or geofences with Operators and chargers	Currently Exists	Populus has implemented the MDS Policy specifications which enable seamless communication of new geospatial policies to operators.
Optional	Ability to send / export / share geographic zones or geofences with the general public	Currently Exists	
	Miscellaneous Features		
Optional	Ability to graphically display street sweeping schedules and overlay with SMD data	Currently Exists	Populus can add various layers to the platform as needed. We would consult with the city to better understand where it makes the most sense to include the street sweeping schedule and overlay.

ATTACHMENT B - Scope of Work Checklist

Optional	Functionality for field staff to complete enforcement tasks related to scooter staging / parking	Currently Exists	Populus has already built an integration with SeeClickFix, a common 311 program, and could do the same for San Diego's Get It Done reporting system. This could aid the city with enforcement activities when shared mobility vehicle related issues are reported. Depending on the complexity of the connection it could take approximately 2 weeks of person-hours to complete.
Technical Support			
Required	Provide a one-time onboarding session for staff members	Currently Exists	
Required	Provide ongoing support via phone and/or email during CoSD operating hours	Currently Exists	Populus provides in-web-app support through which CoSD staff can contact our team at any time, in addition to phone and email support.
Optional	Provide ongoing on-boarding for new users	Currently Exists	
Optional	Provide training materials (recorded trainings, written material, etc.) on how to use the vendor solution	Currently Exists	Populus provides bi-weekly webinars that all current city customers can join for updates on the platform and training, in addition to hosting an official onboarding upon program launch.



Purchasing & Contracting Department

June 26, 2020

VIA EMAIL to: ashley@populus.ai

Ashley Friedman
Populus Technologies, Inc.
115 Sansome St, Suite 1200
San Francisco, CA 94104

Subject: Request for Proposal (RFP) No. 10089626-20-W, Mobility Data Analytics Platform

Dear Ms. Friedman:

On behalf of the City of San Diego I would like to thank you for submitting a proposal in response to the subject RFP and for your presentation.

In order to complete the selection process, we are requesting a Best and Final Offer (BAFO) representing Populus Technologies, Inc.'s most competitive pricing. Please complete the attached Pricing Table (Attachment B) and return to me by the deadline below.

A BAFO will become part of the contract only upon written acceptance by the City. The Contractor shall complete a revised RFP Attachment B - Pricing Table. Any changes that result from the BAFO shall be clearly identified and justified by the Contractor in a cover letter attached to the revised Attachment B - Pricing Table. Changes or additions, such as adding additional rate categories, or altering quantities, will result in rejection of the offer. I have included a blank Attachment B - Pricing Table template along with Populus Technologies, Inc.'s original Attachment B - Pricing Table for convenience.

Please email me your BAFO by **12:00 p.m. on Tuesday, June 30, 2020**. If you have any questions, please feel free to call me at 619-236-6154.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Warner".

Michael Warner
Senior Procurement Contracting Officer

enclosure: Attachment B - Pricing Table
Populus Technologies, Inc.'s Original Response - Attachment B - Pricing Table



June 29, 2020

Michael Warner
1200 Third Avenue, Suite 200
San Diego, CA 92101

Re: RFP 10089626-20-W, Mobility Data Analytics Platform BAFO

Dear Mr. Warner,

Populus is pleased to provide a response to the City of San Diego's Best and Final Offer (BAFO) request for a mobility data analytics platform. We have attached a revised Attachment B Pricing Table for your review. The changes made to the table from the originally submitted version are summarized below.

Adjusted Pricing in Attachment B

1. Waived the \$5,000 "Application & Configuration set-up" fee.
Populus has already ingested data feeds for all operators permitted to deliver services in San Diego in the current version of data standards across multiple cities, and can waive fees for "Application & Configuration set-up".
2. Waived the \$1,500 "Exit and Decommissioning Fees"
3. Separated out the \$5,000 survey deployment to SMD operators as an optional add-on under "Maintenance and/or License Fee add-ons". These fees were originally included in the annual license fee. However, these are optional and can be excluded to reduce the overall costs, if requested.
Further information about our surveys is outlined below.
4. Discounted the annual license starting in Year 1 by approximately \$1,000 and adjusted subsequent annual pricing to reflect the initial license discount. Total reduction of license cost is nearly \$12,000 over the 5 years.
Given that we already ingest current versions of MDS and GBFS data for the companies that have operated in San Diego, Populus is pleased to provide this discount to the city to support its mobility data analytics needs.
5. Discounted the "Functionality for field reinforcement" fee from \$15,000 to \$10,000.

Per the City of San Diego request, we are providing the following information regarding Miscellaneous Features included in our original proposal.

Curbs & Streets

1. **Curbside Management (pg. 21):**

Curb Manager Lite (digital policy design, publishing to a public-facing map, and downloading of layers) access was included in our original pricing and is in our BAFO pricing as part of the mobility analytics platform solution for up to two years.

Optional Upgrade to Curb Manager Pro: *Curb Manager Pro, which includes evaluation of operator compliance with curb policies and tools to commercialize space in the public right of way, is not included in the BAFO pricing.*

If during the term of this agreement, San Diego decides to upgrade to Curb Manager Pro and uses Populus Curb Manager solutions, or the product functionality or data contained therein, to assess new fines or fees on operators, and as a result of such use San Diego receives new revenue through our platform, San Diego shall pay to Populus 10% of such revenue or the cash value equivalent of any in-kind transfer. New fines or fees include, but are not limited to, parking fees and curb loading zone fees. Fees may be reconciled at a minimum of quarterly.

2. **Street Manager (pg. 23):**

Street Manager Lite (street closure sketch planning, publishing to a public-facing map, and downloading of layers) was included in our original pricing and is in our BAFO pricing for up to two years.

Optional Upgrade to Street Manager Pro: *Street Manager Pro, which includes distribution and ingestion of APIs for communication with mapping platforms and delivery services, is not included in the BAFO pricing. This upgrade can be added in the future for an additional \$10,000 annually.*

Surveys

3. **Mobility Customer Survey (existing survey data, and deploy SMD operator survey, pg.25):**

- a. **Existing Survey Data:** The existing Groundtruth survey data for the San Diego metro area is included at no additional price in the original and current BAFO pricing. The normal price is \$25,000 annually.
- b. **Mobility Evaluation Survey:** Our mobility evaluation surveys, deployed to SMD operators that are permitted to deliver service in San Diego as well as surveys made available to the general public are priced at \$5,000 per survey per year. The pricing was originally built into the annual license fee, but we have re-designated it as an optional add-on that is included in the BAFO pricing under

the “Maintenance and/or License-Fee add-ons” category. The annual surveys are optional and can be excluded to reduce the overall costs, if requested.

As the mobility industry continues to evolve, key data standards and practices are evolving as well. With Populus, the City of San Diego will have access to the best-in-class platform delivering mobility data for shared bikes, scooters, mopeds, and cars in over 70 cities around the world. In addition to integrating data from over 20 mobility companies, Populus also delivers key solutions for cities to manage their public right of way, including street closures and curb management with digital solutions to communicate new policies to mobility stakeholders.

We are happy to answer any additional questions that you may have and hope to partner with San Diego to deliver a comprehensive solution to help you quickly leverage new data to monitor, manage, and plan for shared mobility services now, and into the future.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Regina Clewlow". The signature is fluid and cursive, with a long horizontal stroke at the end.

Regina Clewlow
CEO & Co-Founder
Populus Technologies, Inc.

Attachment B - Pricing

Please complete the following pricing table by inserting the dollar cost for each line item. Please fill in each column where relevant. For example, if there is a one-time cost associated with initiating your product, enter the cost on the relevant line in the "one-time" column. If the cost is ongoing, enter the annual cost in the appropriate column with the corresponding year. If an optional or planned feature will not be available until later in implementation, enter the cost in the year where the feature is estimated to be available. If there is no cost associated with a line-item in a given year or at all, enter 0 in the appropriate column(s). If an optional feature will not be available or not able to be accommodated, enter N/A in the relevant columns/rows. If an optional feature is offered as part of your core product, price

Section 1: Pricing for Required	One-time	Year 1	Year 2	Year 3	Year 4	Year 5
Software & Service Costs						
On-Demand Mobility Data Analytics	\$ -	\$ 24,000.00	\$ 26,400.00	\$ 29,040.00	\$ 31,945.00	\$ 35,140.00
Application Configuration & Set-up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance and/or License Fee	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Storage / fees related to storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Data conversion/migration,	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City access to stored data via	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Exit and Decommissioning Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training and Support						
City on-boarding (one-time)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Product technical support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SECTION 1	\$ -	\$ 29,000.00	\$ 31,400.00	\$ 34,040.00	\$ 36,945.00	\$ 40,140.00

FIVE-YEAR TOTAL FOR REQUIRED FEATURES	\$ 171,525.00
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Section 2: Pricing for Optional	One-time	Year 1	Year 2	Year 3	Year 4	Year 5
Public-Access to	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
User provisioning based on assigned	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Geofencing specific to vehicle types	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Geofence "buffering" - ability to	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Monitor usage of designated SMD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dynamic threshold counts for trips	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Functionality for field staff	\$ 10,000.00	\$ 5,000.00	\$ 5,500.00	\$ 6,050.00	\$ 6,655.00	\$ 7,320.50
Additional communication features	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Integration of scooter reports to	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training Materials (documents,	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SECTION 2	\$ 17,500.00	\$ 5,000.00	\$ 5,500.00	\$ 6,050.00	\$ 6,655.00	\$ 7,320.50



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

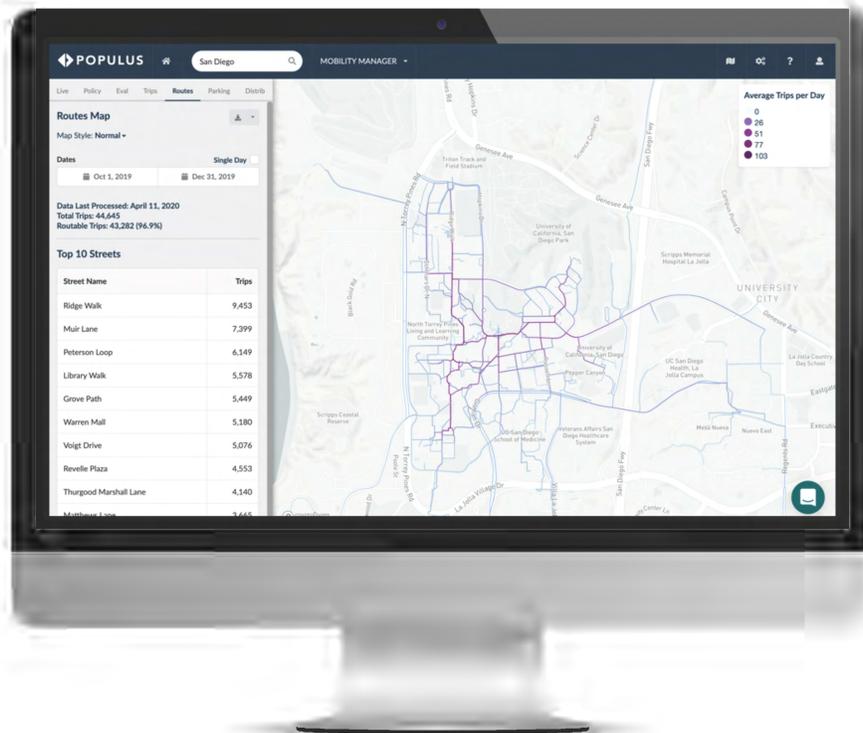
13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.



POPULUS MOBILITY MANAGER



RFP RESPONSE TO MOBILITY DATA ANALYTICS PLATFORM FOR THE CITY OF SAN DIEGO

APRIL 20, 2020

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EXECUTIVE SUMMARY

Populus Technologies, Inc. is pleased to present this proposal in response to your request for proposals for a mobility data analytics platform to manage shared mobility data in the City of San Diego. Our submission includes an overview of the Populus platform capabilities and features, built with our team's experience and expertise working with data from Bird, Lime, Spin, JUMP/Uber, Lyft, and 15 other private mobility operators, information on the services and customer support we provide, and a brief company background.

As the first platform to integrate mobility data from shared fleets of cars, and the only platform to present on mobility data-sharing at the recent California Senate hearing on mobility data, Populus is uniquely qualified to perform the scope of work solicited by the City of San Diego. We are committed to providing cost-effective, best-in-class technology to support the region's ability to monitor and evaluate mobility companies as the transportation landscape continues to evolve.

Trusted by public agencies large and small around the world, the Populus data platform integrates new data on shared services (e.g., carsharing, ridehailing, mopeds, bikeshare, and scooters) to plan for the future of mobility. Our solutions will be delivered through a user-friendly SaaS platform that will be accessible to multiple, simultaneous users across the City of San Diego. Our robust tools provide cities with the ability to monitor compliance and conduct long-term planning for mobility services.

We are committed to partnering with San Diego to provide robust software solutions according to the data requirements the region has established. Populus was the first platform to provide public agencies with data on the adoption, utilization, and behavioral impacts of shared mobility services in cities through our rigorous, representative surveys. Our platform is now used by a wide range of public sector customers, from the Baltimore Department of Transportation to the Department of Energy — to manage and plan for the future of transportation.

Populus was founded by former transportation research scientists and planners with decades of expertise delivering software solutions to municipal, regional, and federal agencies. We believe that Populus' secure, third-party data solutions are the most comprehensive to meet San Diego's needs to leverage data to ensure operator compliance and inform future planning initiatives for scooters, docked and dockless bikes, mopeds, carshare, and other fleet vehicles that may operate in San Diego in the future. We are also the only platform currently capable of receiving real-time data from shared fleets of cars and mopeds for the monitoring, evaluation, and on-street curbside management.

Finally, Populus is committed to partnering with public agencies to ensure that as private mobility services and data standards continue to evolve, cities are able to leverage the best data available and make these services safe, affordable, and reliable for all residents. It is a mission that our founders have stood by throughout our entire careers and is reflected in our professional contributions and volunteer service.

RESPONSE TO RFP - SPECIFICATION & OVERVIEW

Populus provides a description of our solution per *Section C: Specifications & Overview* of the RFP Exhibit B. Populus is a transportation software company that helps public agencies access and utilize data from shared mobility operators (i.e. shared scooters, bikes, cars) for monitoring operator compliance and harnessing data for transportation policy and planning. From ride-hailing services (e.g. Uber and Lyft) to micro-mobility (e.g., electric scooter and bike share), Populus' data platform delivers insights for public agencies to plan for the future of mobility - helping them integrate recent private investments in the transportation ecosystem while continuing to prioritize public goals.

The members of our team have been at the forefront of analyzing emerging mobility services to evaluate their impacts. Our team produced the first, national study examining the impacts of ride-hailing services (Uber, Lyft) on public transit and vehicle ownership (*Disruptive Transportation, UC Davis, 2017*), harnessing large-scale data gathered through rigorous representative sampling in major U.S. metropolitan areas. More recently, our team produced the first national report on the adoption and utilization of electric scooters (*The Micro-Mobility Revolution, Populus Research Report, 2018*), now a peer-reviewed Transportation Research Board (TRB) report.

The Populus data platform brings the public and private sectors the best information on the adoption and utilization of new mobility services to help them deliver safer, more efficient streets for all modes of transportation, for all people. The company is headquartered in San Francisco, California.

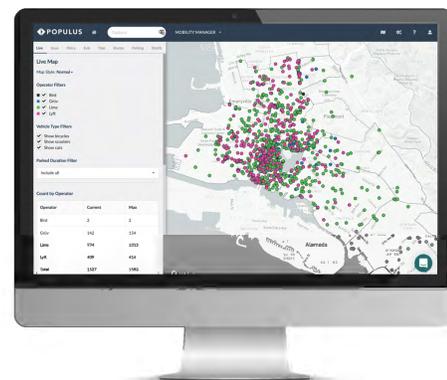
This section of the report describes the features that will be available to the City of San Diego and can be paired with our response to the Scope of Work Checklist included in Tab A and as an attachment.

1. REQUESTED TECHNOLOGY REQUIREMENTS

1a. PLATFORM FEATURES

Populus Mobility Manager ingests real-time and historical mobility operator data to help public agencies more efficiently receive, harmonize, and analyze data from multiple mobility companies to address recurring operational, policy, and planning needs.

Our software solutions help public agencies securely and easily make use of the data required from



Data Ingestion Expertise

Populus has established relationships with the authorized shared scooter and bike operators in San Diego: Bird, Lyft, Spin, and Wheels. We ingest GBFS and MDS for all operators and can provide evidence of data agreements. If new operators wish to operate in the city, Populus has likely worked with them before as we currently ingest data from 15 other operators. We will also work with operators of other modes, such as mopeds and cars, to properly ingest data from those services.

Populus has and continues to provide data auditing to shared mobility operators. Based on our experience working with more than 15 operators around the world, we have established processes to audit their MDS and GBFS data feeds for compliance to ensure that both real-time and historic data are accurately provided. Populus can provide written data audits for operators that are found to have data feeds that are out of compliance with data standards or are non-functional for other reasons, with recommendations on how to remedy them. Populus will review data feeds upon receipt, when issues arise, or during regular data checks.

Members of the Populus team are active in both the GBFS and MDS working groups, and have historically (and currently) implement the current version of MDS. Our team prioritizes staying abreast of any changes to MDS, GBFS, and other relevant data standards that may impact our global platform, including the evolution of MDS Provider, Agency, and Policy.

Although we have often delivered solutions that are further ahead of the MDS specification (e.g. implementation of carsharing and parking validation in December 2018, ability for cities on our platform to design and communicate standardized policies with operators in early 2019), we adjust our platform to the current version of MDS for ease of coordinating with multiple operators at scale who are likely required to comply with the specification in various cities.

1b. PRIVACY AND SECURITY FEATURES

Populus Data Security and Privacy policies are described below.

Populus Data Security

Populus exclusively uses Google Cloud for its data storage and processing services. Google Cloud security is described in detail on their [website](#). Google Cloud implements software-level measures such as firewalls, layered DMZs, intrusion detection, DOS protection and access management of end-user data. Google also implements hardware-level measures such as hardware provenance, a secure boot stack, and security of the physical premises. The use of a single cloud rather than multiple clouds eliminates security breaches that can occur in the transmission of data between clouds.

Storage of Data

Populus encrypts all city data at rest and in transit with controlled access. Populus supports encryption solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and does not store encryption keys and keying material with any associated data. Populus stores data permanently in Google Storage which is [encrypted at rest](#). When data is made available for querying through APIs, the data is stored in a Google Cloud SQL database which is also [encrypted at rest](#).

The only data which does not follow these protocols are data which were originally received via government open data portals (e.g. shapefiles of census tracts, neighborhoods, city council districts and the like) and data from other open data sources like OpenStreetMap and GTFS.

Protection of Disaggregate Trip Data

All disaggregate data are stored using Google Storage and are processed to an aggregate form using Google Compute Engine before leaving Google Cloud to transmit to the web and other clients. No PII in the form of disaggregate route traces (including start and end trip locations) are stored in the database which is queried by external-facing Populus data APIs, therefore no software bugs can accidentally release route traces. Populus analyzes routes in an aggregate form on high-volume roads only. The high-volume roads are defined in advance and may be shared with interested parties for feedback.

Data Transmission

[https](#) is used for data transmission, which is the ubiquitous best practice for secure transmission of data.

Logging and Notification

All data access is logged as part of [Google Cloud Audit Logging](#). Populus shall notify the client of any data breaches within 48 hours in the unlikely event of a data breach.

Data Backup and Recovery

All data stored permanently in Google Cloud has a retention policy of 2 years (it cannot be accidentally deleted) unless the client requests disposal of the data before such a time frame. If the contract between Populus and the client is severed, data will be deleted as provided in the legal agreement between Populus and said client.

PROCEDURAL SECURITY MEASURES

Role-based Access

Populus restricts access to authorized employees and contractors and bases access to specific data on the role an employee or contractor plays in the business. A Populus employee never has access to data to which they do not need to perform their vital business function. As consistent with the concept of “Least Privilege,” Populus authorizes access to the minimum amount of data

required for that function. Populus separates duties among multiple team members where possible in order to reduce the harm that could be made by any single person committing fraud.

Individual Computers

All machines used by Populus employees are MacBook Pros owned by the company with the latest antivirus protection installed and automatic updates enforced. Sensitive data is not allowed to leave the Google Cloud to reside on an individual's laptop - all processing of the data to a shareable aggregate form is done with a compute node in the Google Cloud.

Code Management

Populus code is managed in Github and requires multi-factor authentication to view or edit. All changes to the codebase are reviewed by senior members of the team with particular focus on security vulnerabilities which might be introduced. The complete history of changes in the code is maintained with a record of who implemented each change.

User Management

User management is also performed in the Google Cloud using [Firebase](#). Firebase employs best practices to protect user passwords, enforce secure passwords, and disallow user access after successive failed login attempts. User accounts are also deleted when the account is no longer active. Populus could provide permissions based access to the platform as needed.

Hiring

Populus has rigorous hiring procedures, performance review, and termination policies. Access to sensitive systems are removed the day an employee is terminated. Populus performs rigorous hiring background checks.

Review

Populus engages a consultant for a yearly review of best security practices and makes any changes deemed reasonable by the senior leadership of Populus.

Mobility Manager Access and Data Flow

The Populus Mobility Manager is a user friendly web-based platform that is easy to access by multiple users within the city corporation (see Fig. 1). Access to the platform is granted via a secure, permissions-based security system in order to facilitate the protection of potentially sensitive mobility operator or trip data. Different features of the platform can be made available to users with different levels of access.

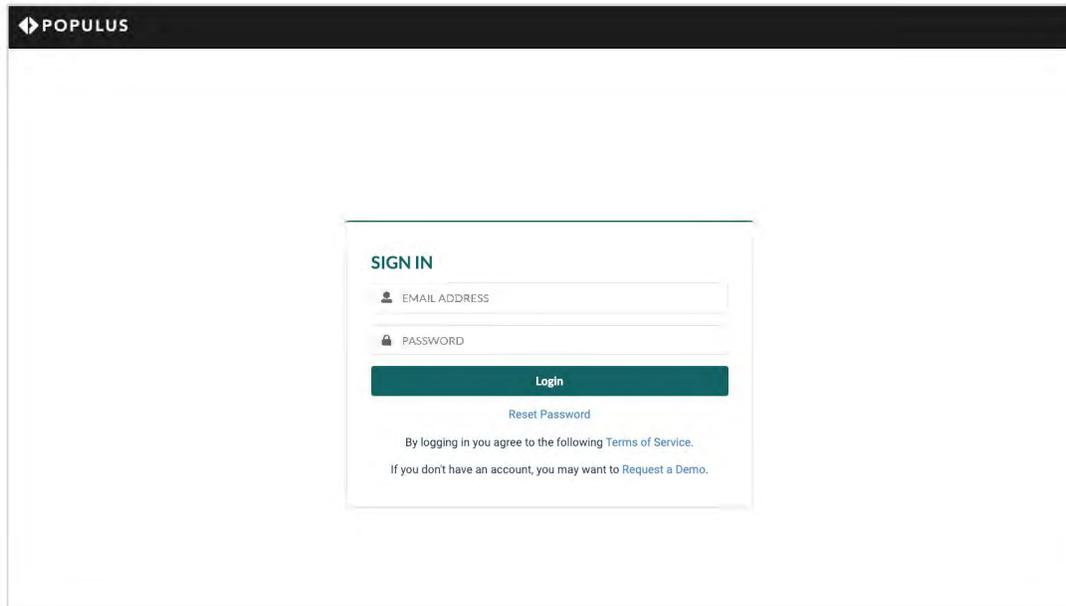


Fig. 1. Populus Mobility Manager Sign-In

The process for capturing, storing, and processing the data for display follows a workflow that both secures the data and utilizes it to the fullest extent possible in order for the city to gain the most insight for evaluation and strategic planning (see Fig. 2). Additional information about our back-end systems and security policies can be made available upon request.

Upon expiration termination of services, access to the web-based Populus platform would be discontinued. However, Populus can transfer data gathered from mobility operators to the city in an industry standard format.

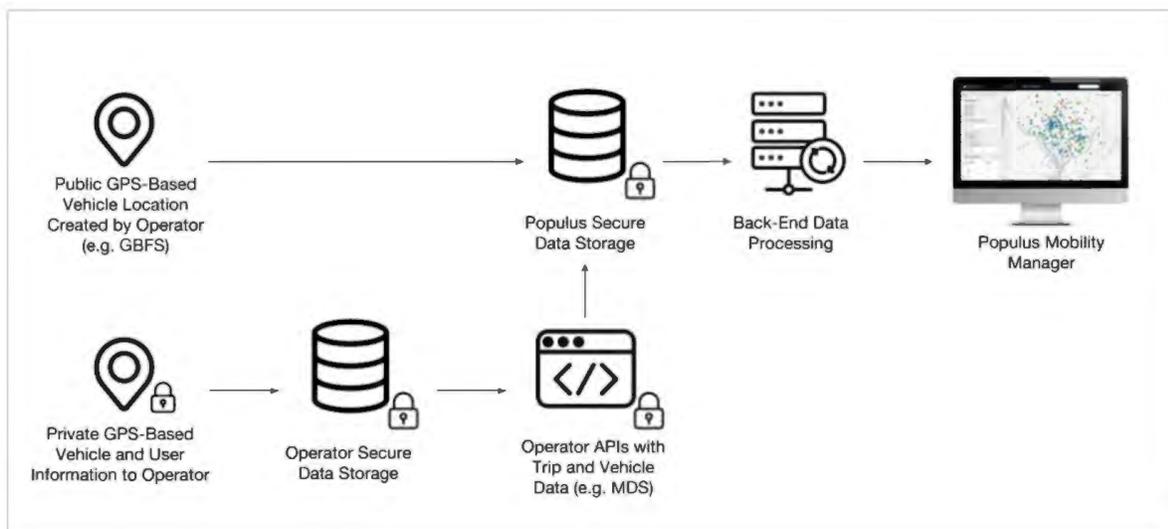
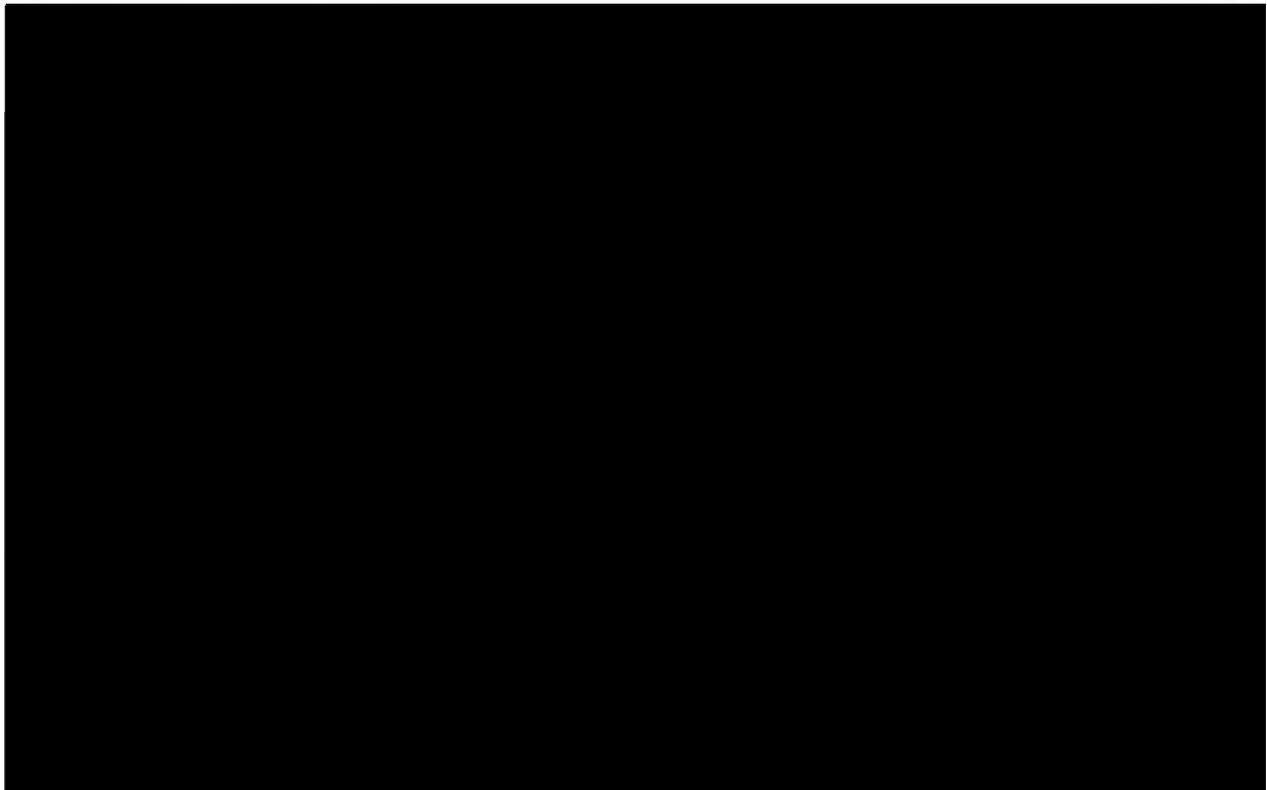


Fig. 2. Populus Mobility Manager Data Capture, Storage, and Process Overview

Aggregate Vehicle and Trip Information

All data are aggregated so that individual trips cannot be identified. Road segments and geographic areas with on average less than one trip per day are not visualized. Aggregate data on vehicles and trips is available map and data dashboard forms (see Fig. 3) depending on how the city would like to use the information. Data aggregated by geography includes trip origins and destinations, parking events, vehicle counts, and trips routes. Additional data on trips and vehicles are available through data dashboards that summarize the data and allow for data downloading by the users. A dashboard like this or other details could be created as a public facing dashboard for an additional fee.



2. REQUESTED FUNCTIONAL REQUIREMENTS

Populus Mobility Manager delivers data in over 70 regions to support cities' shared mobility data needs for compliance and planning.

2a. DATA FEATURES

Populus Mobility Manager data features are described below and in the Scope of Work Checklist.

Live Vehicle Locations

Our live map displays vehicle locations in real-time through APIs provided by multiple scooter (and other mobility) operators to help public agency employees to easily monitor all vehicle fleets

through a single, user-friendly dashboard interface (See Fig. 4). With our live map, your city can monitor the geographic distribution of vehicles, parking idle times, vehicle battery levels, and compliance with data-sharing.

Key features include the ability to filter based on parking idle times, vehicle types, and operators. Our summary statistics allow your region to assess whether operators are in compliance with the city’s policies, such as vehicle caps, fleet requirements in designated areas, and policies related to equitable distribution of vehicles by geography in real-time.

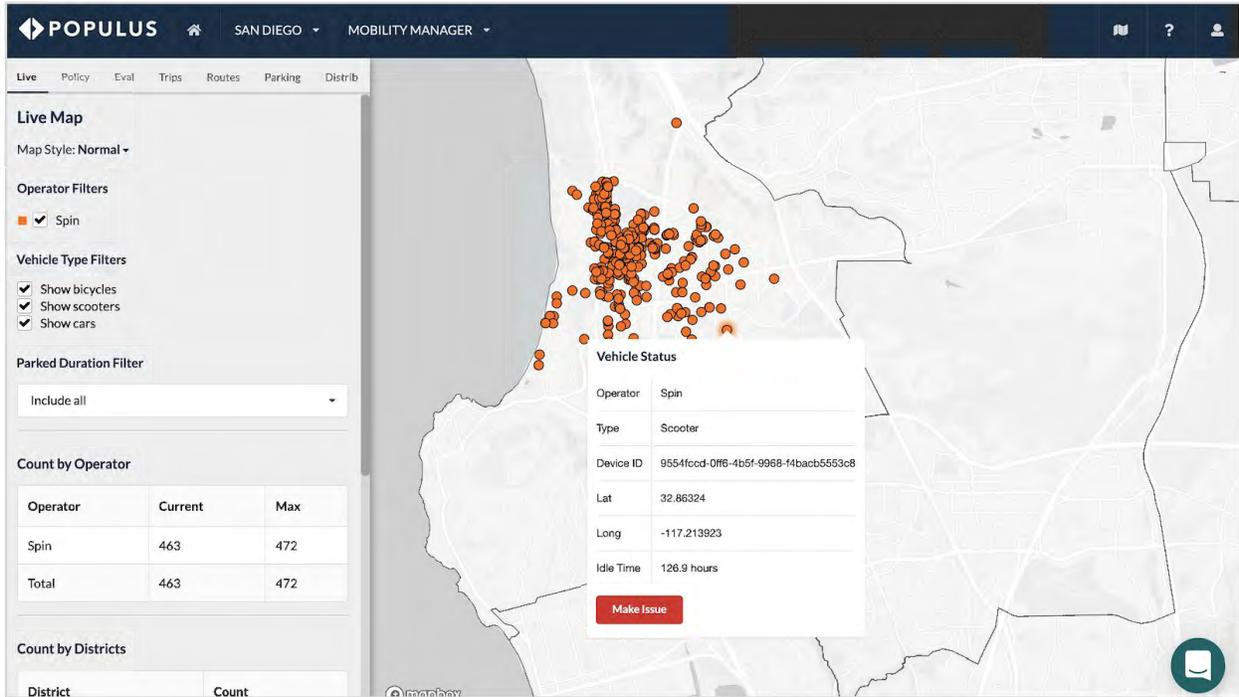


Fig. 4. Populus Mobility Manager: Live Map for Real-Time Monitoring of Dockless Fleets

Geospatial Data

Populus Mobility Manager visualizes the geospatial data from shared mobility operators to help cities to better understand how people are moving around the city. The platform includes eight separate maps that visualizes data in different ways: Live Map (see Fig. 4), Policy & Evaluation Maps, Trips Map (see Fig. 5), Routes Map, Parking Map, and Distribution Map.

Cities can customize the service areas and other geographies of interest within the platform to effectively manage the shared mobility programs. Some common geographies of interest include city council districts, high utilization areas, equity zones, and neighborhoods. Populus also automatically adds census tracts, block groups, and blocks as geographic areas.

Data are available for download as map .geojson and tabular .csv files so that they may be added to other existing analyses the city is conducting. Within the maps, data are filterable operator, vehicle type, time period, date, and aggregation types.

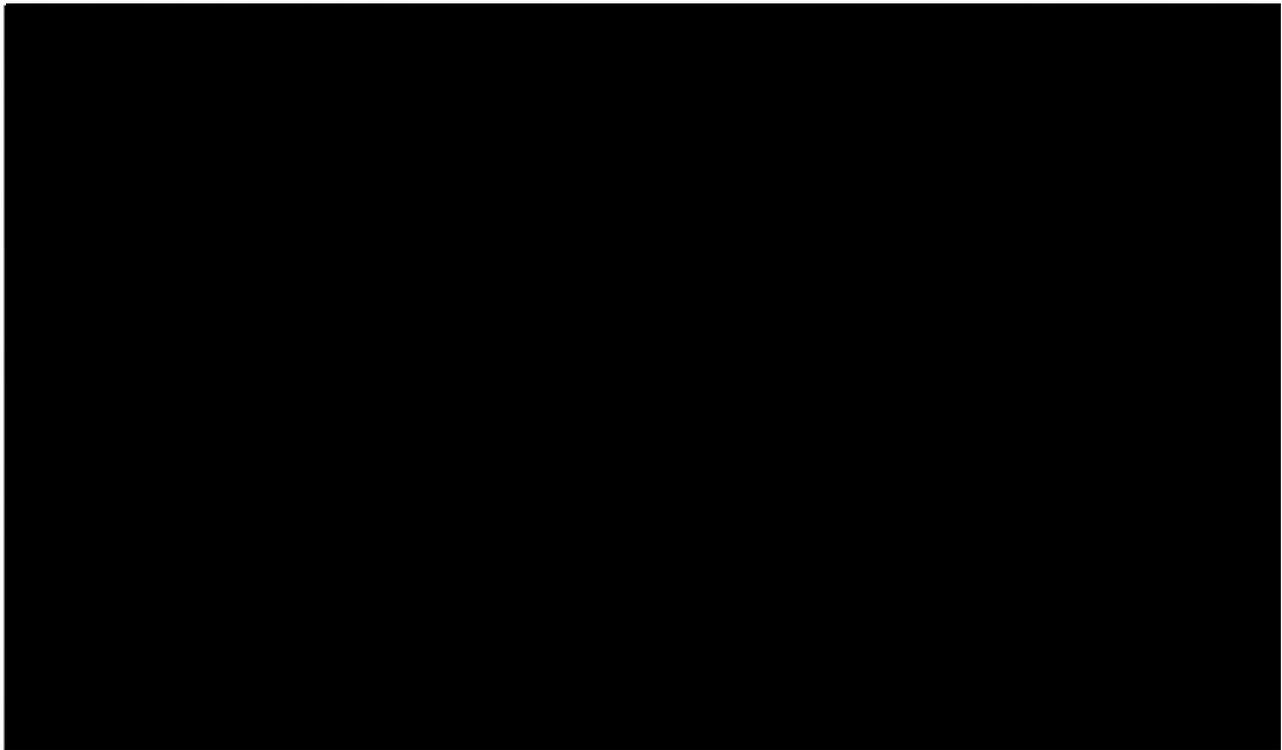


Fig. 5. Populus Mobility Manager: Trip Origins, Destinations, and Distances

Historical Data

Reports on a weekly, monthly, or quarterly basis can be established after onboarding the city users and subsequent requests can be made through email, in platform chat, or verbally. The most commonly requested reports and data summaries by cities are already exportable through the .csv and .geojson download throughout our web platform. Additional custom reports shall be billed based on an hourly rate for the engineering time to develop the report.

The Mobility Manger has a few ways to visualize and better understand vehicle count, deployment, trip, and utilization data. Data can be aggregated by hour, day, week, or month with custom date ranges available in our Vehicle and Trips Count dashboard (Fig. 6). The graphs are downloadable as a PNG or CSV file. Weekly summaries on vehicles and trips are provided to all city users via email.

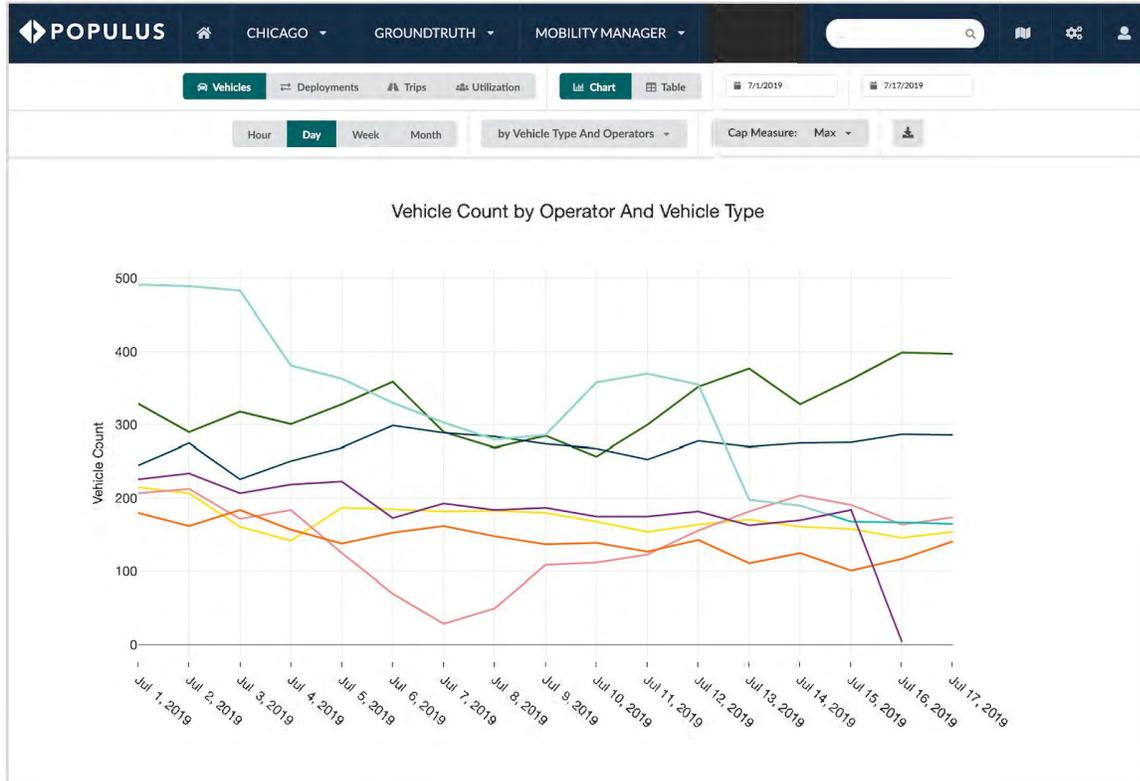


Fig. 6. Populus Mobility Manager: Dockless Vehicles Counts, Trips, and Utilization

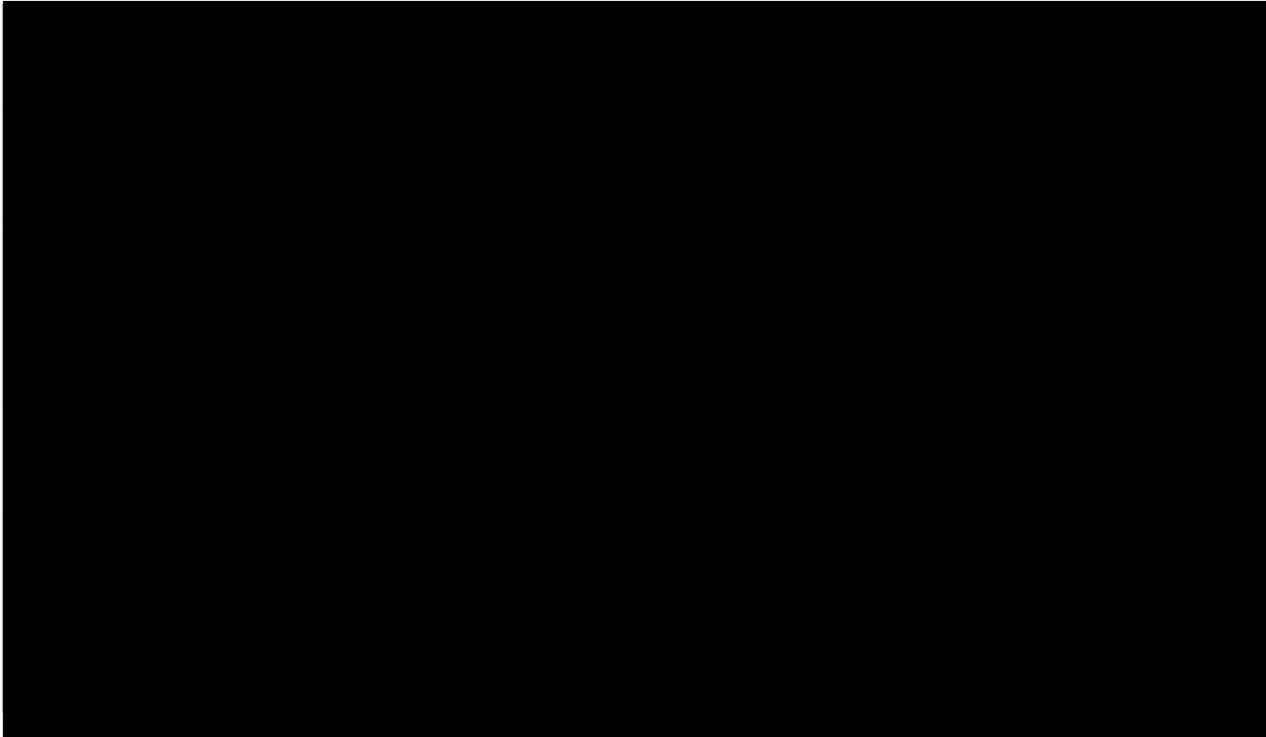
2b. PROGRAM MONITORING FEATURES

Populus Mobility Manager program monitoring features are described below and in the Scope of Work Checklist..

Create and Communicate Geofenced Areas and Geographies

Our spatial policy design tools provide a user-friendly, click and drag lasso select tool for your city to identify new policies to manage mobility services backed by advanced analytics. Our platform helps cities:

- Identify the locations with the highest concentrations of parked dockless vehicles so the city can accommodate them with additional parking infrastructure;
- Easily create (i.e., draw in or load shapefiles) areas for geofencing such as “no ride” or “slow ride” zones and share temporary or permanent restricted parking policies with operators based on analysis of complaint or incident data (See Fig. 7);
- Create new spatial equity policies based on historical analysis of vehicle availability.
- Easily communicate new parking areas to operators through our platform. Populus has implemented “MDS Policy” specifications that allow for seamless communication of new policies to operators through APIs.



The highlighted geospatial policy areas can be downloaded as compatible map files and shared with operators to communicate preferred or restricted parking or riding areas. For example, in Arlington County, the bikeshare managers have established several on-street preferred parking areas, as well as restricted parking areas, that operators such as Lime, Bird, and Spin have integrated into their apps for users to follow appropriate scooter parking and riding behavior in the county. Fig. 8 shows snapshots from the Lime and Bird apps that show the location of designated parking areas established by Arlington County using the Populus Mobility Manager.

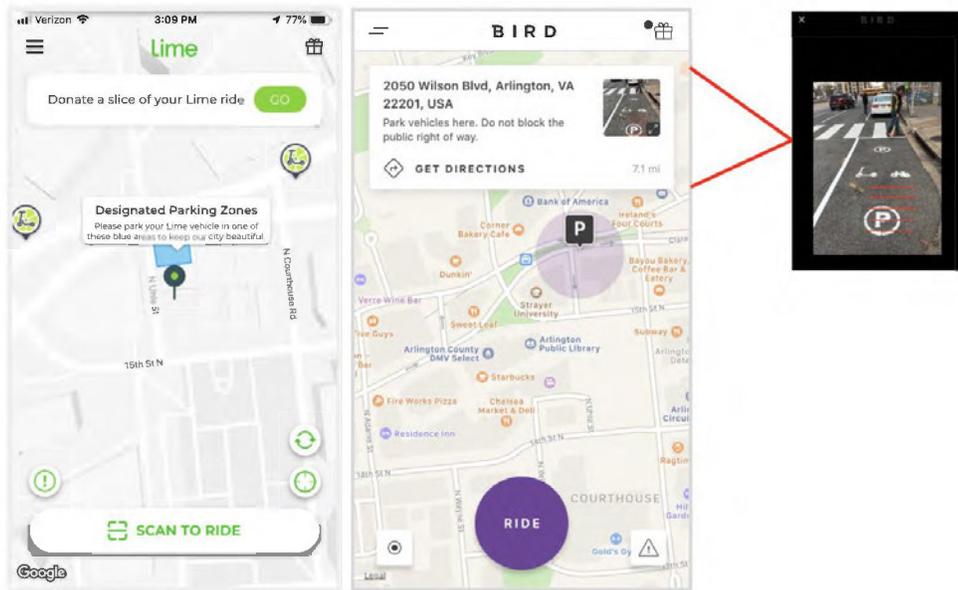
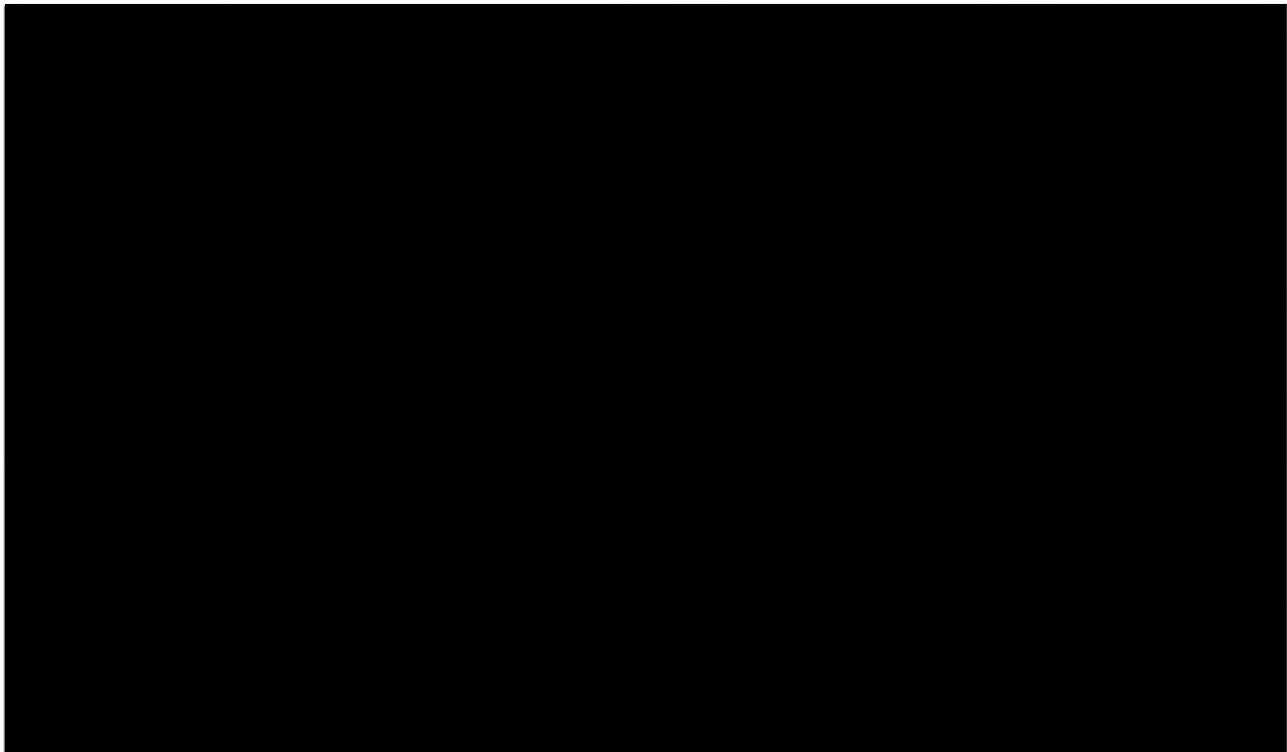


Fig. 8. Populus Mobility Manager: Policy Map enables the Design of Restricted and Preferred Zones

[REDACTED]

Cities can monitor compliance with their policies in a number of ways using the Mobility Manager platform. The spatial tools in the Policy and Evaluation Maps provide a method to monitor usage in specified areas like no ride or slow ride zones. Additional capabilities are planned to be added to the tools in the next few months that will enable cities to set more specific policies over given times, dates, vehicles, and assign fees. This update to the tool will be available to the City of San Diego upon release. Additionally, cities can use the Live Map (Fig. 4) to track vehicle location in real-time or the Vehicle and Trips Count dashboard (Fig. 6) to track the historical number of vehicles, trips, and utilization rates.



Cities can access data on the distribution of vehicle speed through the Mobility Manager Trip and Distance dashboard shown in Fig. 10. Additional summary information on vehicle speed could be added as needed working with Populus' Principal Product Manager.

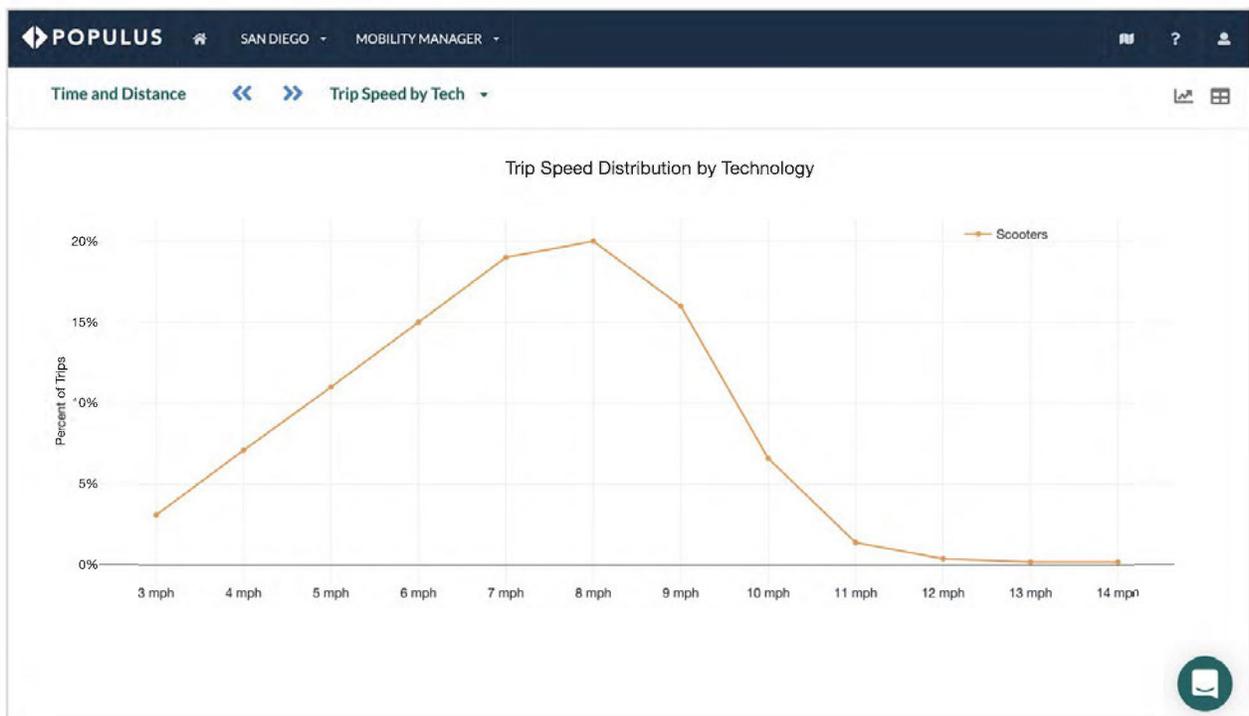


Fig. 10. Populus Mobility Manager: Evaluation Map for Policy Assessment

2c. PROGRAM EVALUATION FEATURES

The Populus Mobility Manager has built in features and tools to meet the City of San Diego's near-term permit compliance and long-term planning and evaluation needs. Populus Mobility Manager program evaluation features are described below and in the Scope of Work Checklist.

Evaluating Trip Times and Distances

The Mobility Manager features many ways for cities to understand the types of trips shared mobility users are taking in terms of trip times and distances. The Mobility Metrics dashboard (see Fig. 11) provides a snapshot of trip data over various time periods: number, total distance, total duration, average distance, and average duration. These high level summary statistics are perfect for press inquiries and other requests that don't require a deep dive into the data.

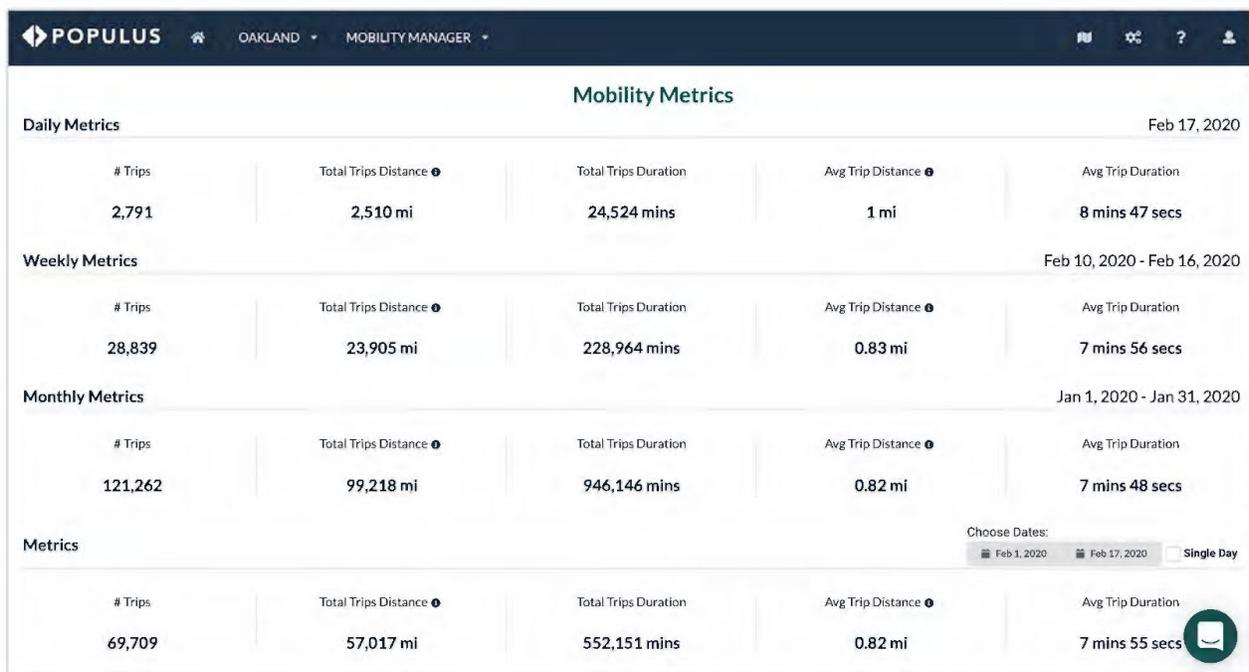


Fig. 11. Populus Mobility Manager: Trip Mobility Metrics Dashboard

The Mobility Manager can assist cities in better understanding where trips start and end. Currently, users can access trip distance information by location in the Trips map (Fig. 5). Trip durations in time and distance can also be found in the Mobility Metrics dashboard (See Fig. 11).



Understanding Travel Patterns

Populus Mobility Manager provides robust trip and route analysis tools that will equip your city with key insights about how new shared services fit in your broader transportation ecosystem to better understand trip patterns.

Key features of our platform include:

- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]
- █ [REDACTED]

Public agencies that have required provision of detailed route data using MDS can instantly view trip data with aggregate volumes of trips. Our user-friendly web-based tools allow you to easily identify potential areas for new bike or scooter lanes, and other related infrastructure based on looking at the areas with high volumes of trips (see Fig. 12).

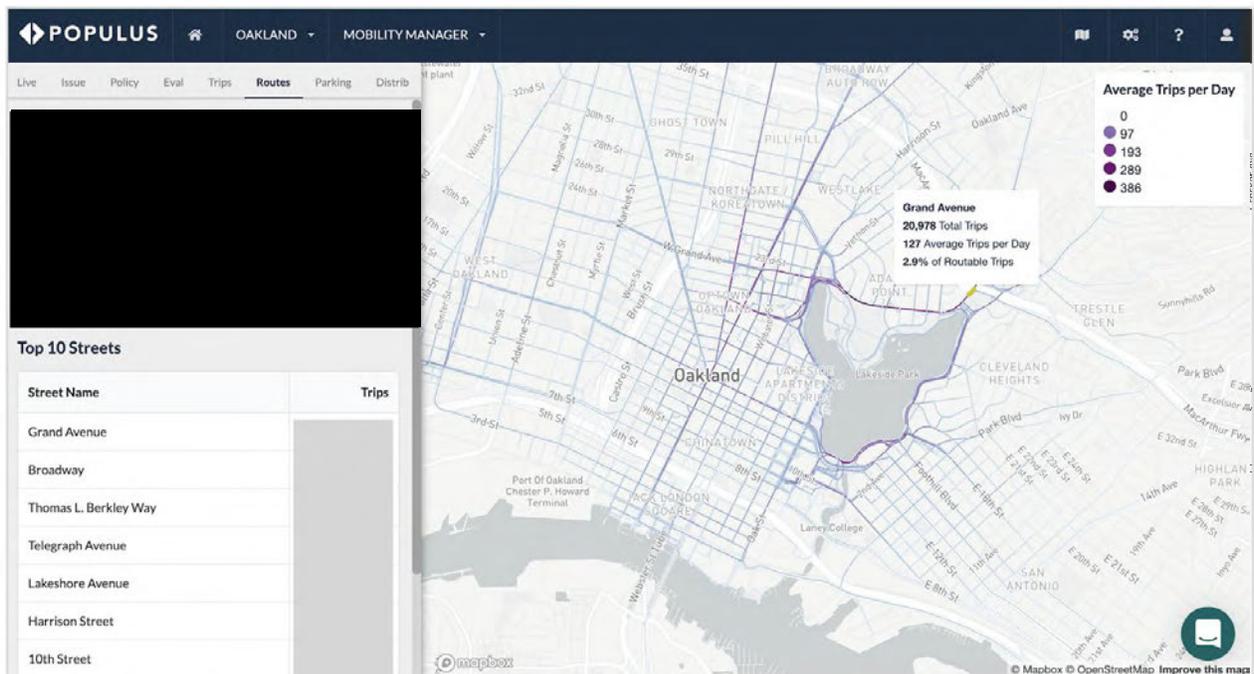
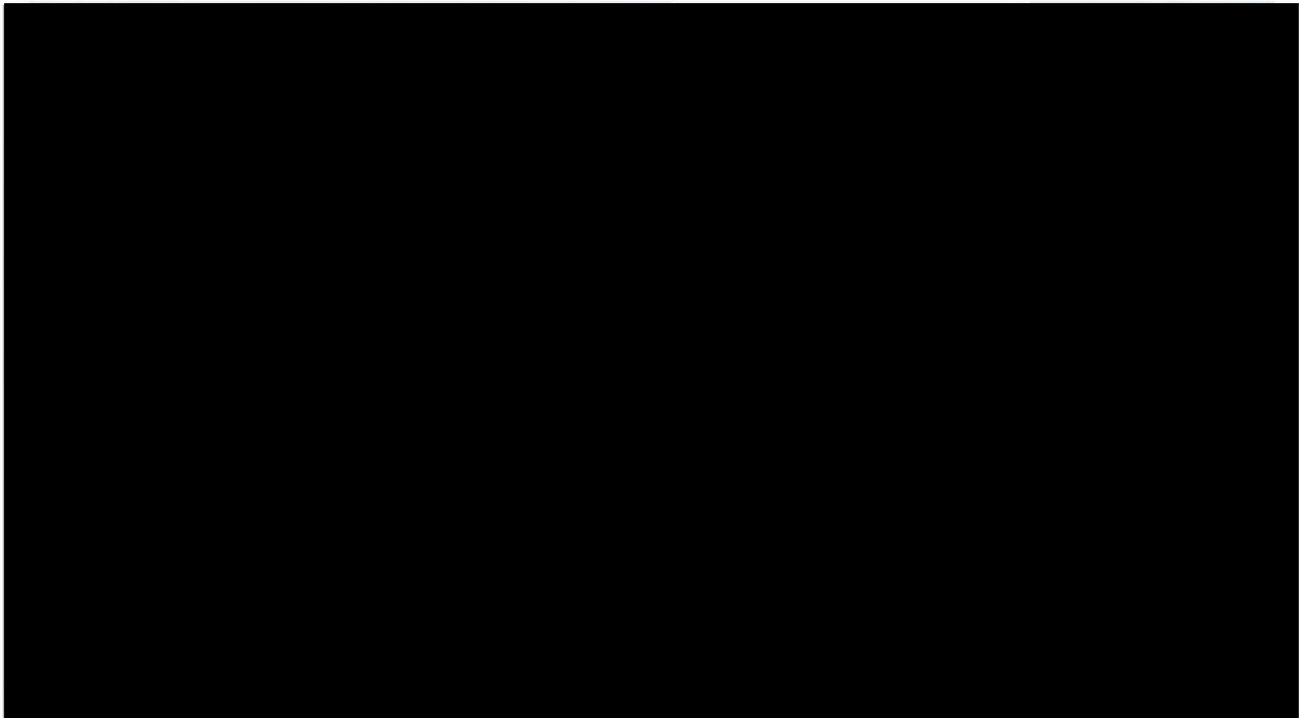


Fig. 12. Populus Mobility Manager: Overall Network and Route Usage Analysis

Visualizing Equitable Vehicle Distribution

Equitable access to, and use of, new mobility services by disadvantaged communities is a key concern for many cities. Populus Mobility Manager allows cities to ensure that operators are complying with established equity goals. The simplest tool that we provide is an analysis of vehicle availability and deployments by geographic zone (see Fig. 13), which can be filtered by time of day, days, or by operator. Our platform is customizable to specific geographic areas

where equity policies have been, or may be, implemented (e.g. required % or # of vehicles in a zone).



Reporting

Cities can access and download all of the aggregated data on the platform including from the Vehicle and Trip Counts dashboard (see Fig. 6). Additionally, all users will automatically receive a weekly update via email with summaries of the last week's worth of vehicle use. Finally, Populus has built custom reports for cities that are available for download directly through the dashboard. The Mobility Manager is designed to provide cities with the ability to access and download any data needed for compliance and evaluation reporting.

2d. COMMUNICATION FEATURES

Populus Mobility Manager communication features are described below and in the Scope of Work Checklist.

Populus has built out internal alerts for times when operators are out of compliance with vehicle caps or distribution requirements. Populus can work with the City of San Diego to determine how best to implement the alert system that will notify both the city and the operators.

Using the Populus Mobility Manager Policy and Evaluation Maps (Figs. 7 and 9), users can create policies consisting of specific geographic areas or geofences that can be downloaded as a map file and shared with operators and the general public. Note that the new MDS policy tool will enable the policies to be directly communicated with operators.

2e. MISCELLANEOUS FEATURES

Populus Mobility Manager miscellaneous features are described below and in the Scope of Work Checklist.

Complaint and Issues Management

[REDACTED]

The feature functionality includes the option to select issues based on operator and over historic periods of time, make comments for individual tickets, and close tickets when issues are resolved. This type of integration could be used for enforcement of scooter parking and staging as well.

[REDACTED]

Curbside Management for Fleet Vehicles

Populus is the only mobility data platform that ingests real-time data from carsharing vehicles (and shared bikes and scooters) to provide support for parking validation and invoicing with curb- and block-face based pricing. Our platform also supports validation of more simplistic parking rules such as zone-based or geospatial policies for bikes, scooters, and other small vehicles. One

visualization and analysis we developed by creating a digital replica of Seattle’s curb rules to validate the parking fees for the city’s free-floating carshare program is shown in Fig. 15. The operator was required to reconcile on-street metered parking fees with the City. The Mobility Manager tools visualized the activity and also provided summary reports available for download about the parking activity of every vehicle, and aggregations by specific parking policies of interest.

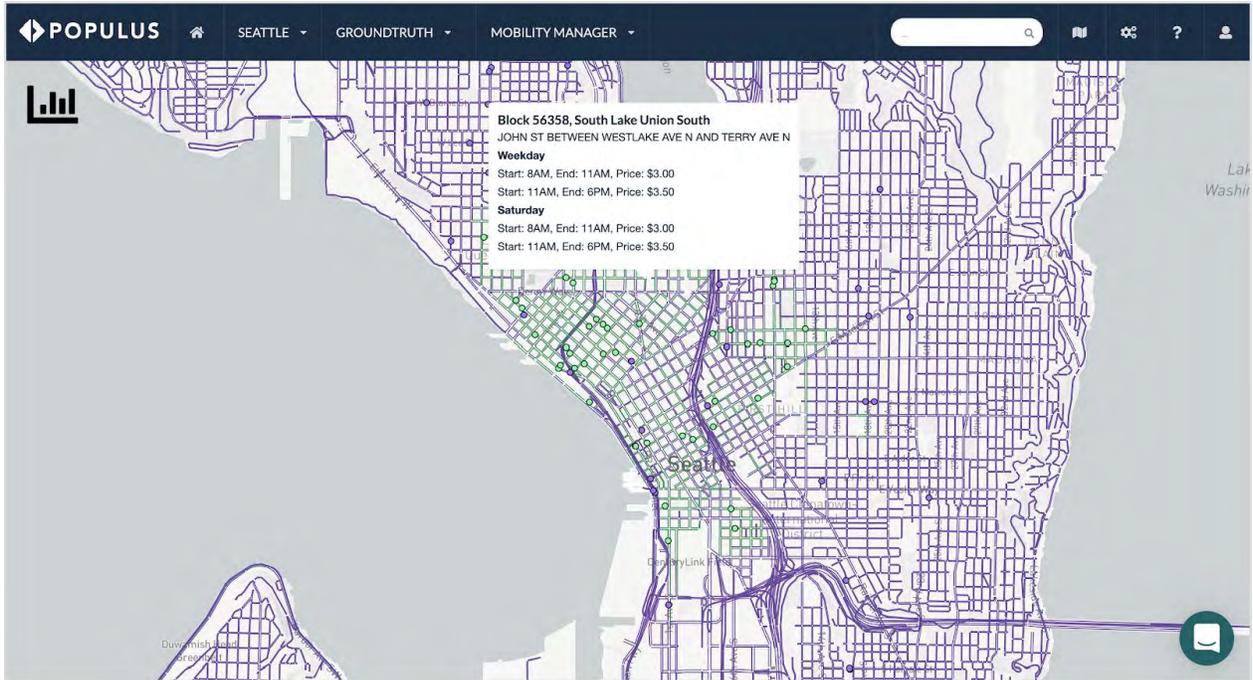


Fig. 15. Populus Mobility Manager: Parking Evaluation Tools

Data on parking is also highlighted in our Parking Map (See Fig. 16). Users can provide their own geospatial layers such as regional equity areas that public agencies would like to prioritize for monitoring or compliance purposes. The parking map summarizes the duration of parking and provides daily parking summaries in table form for the areas of interest.



Fig. 17. Populus Street Manager: Easily Design and Communicate Street Closures

Existing San Diego Travel Survey Data Assessing Shared Mobility Adoption and Behavior

There are many questions about shared mobility services that most regional agencies need answers to in order to fully assess the impacts of shared mobility services. For instance:

- What are the demographics of shared mobility users?
- Are citizens substituting shared mobility services for walking, biking, or public transit?
- What percentage of citizens use Uber/ Lyft, and how have their travel choices changed?
- How many citizens drive for services such as Uber or Lyft?

Our Existing Data

Populus conducts both an ongoing regional travel survey and mobility evaluation surveys for shared mobility programs with cities and regional entities. Populus has collected a travel survey, similar to the National Household Travel Survey (NHTS) in San Diego since 2019. A snapshot of the data is included in Fig. 18 below.

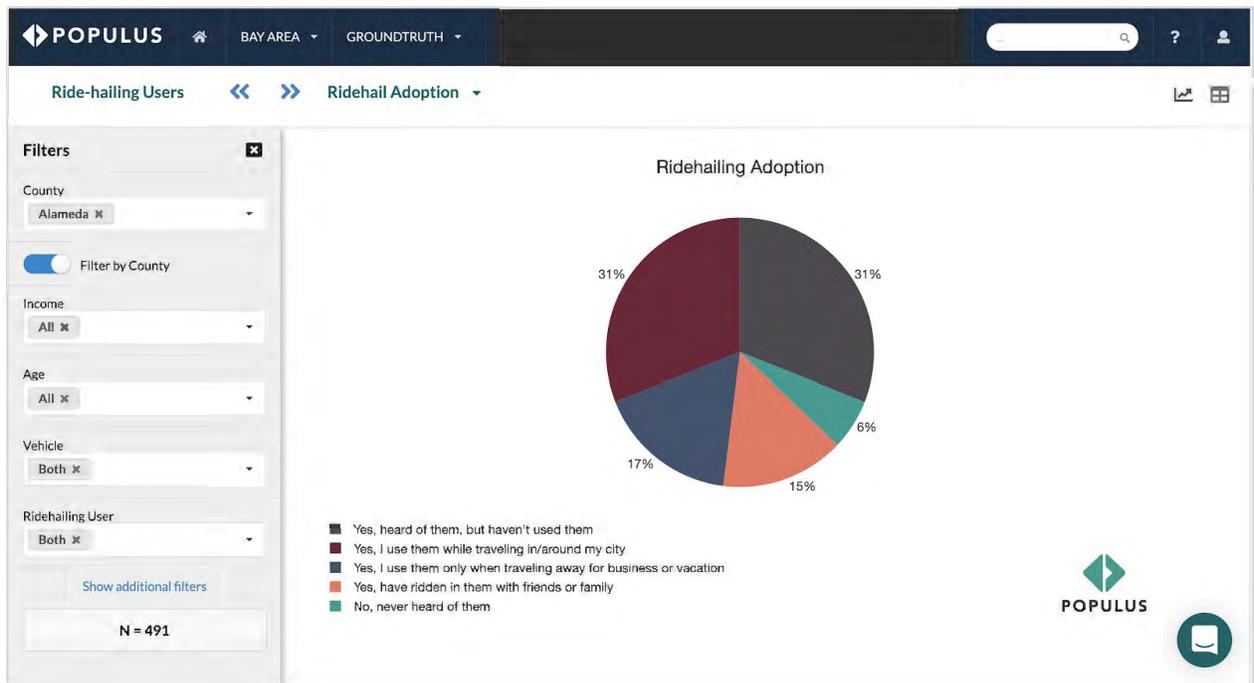


Fig. 18. Populus Groundtruth Survey Data: Example for Alameda County

Through the office of sustainability, the City of San Diego had originally contracted a procurement of Populus' existing data, as well as a *new survey* deployment (see below) to shared mobility device operators in San Diego to facilitate a more complete evaluation of the SMD program. Due to recent global events and budgetary constraints, the survey was put on hold by the city indefinitely until budget constraints have lessened.

As part of delivering our platform solutions to the City of San Diego, Populus would be happy to deliver our [existing survey data](#) and [deploy the SMD operator survey](#), in order to support the City's full assessment and evaluation of shared services and impacts in San Diego.

Mobility Customer Survey Deployment

The Populus team has developed rigorous, ready-made survey instruments to assess the adoption, utilization, and travel behavior impacts of mobility services, including shared vehicles. By using a trusted third party with uniquely-qualified expertise in survey design for travel demand modeling, your region will have access to consistent, high quality data that can be used to answer questions such as:

- What are the demographics of shared scooter riders?
- Are shared scooter trips substituting for biking, walking, driving, or public transit?

- What percentage of shared scooter riders have been in an accident?

Our team has been at the forefront of survey research on new mobility services; we produced the first national study of Uber/Lyft¹ and the first U.S. study on the adoption of dockless scooters, an official Transportation Research Board report².

In many other cities, Populus has coordinated with mobility operators at the cities' direction to deploy a rigorous, unbiased survey and deliver clean, usable data to evaluate the impacts of their program.

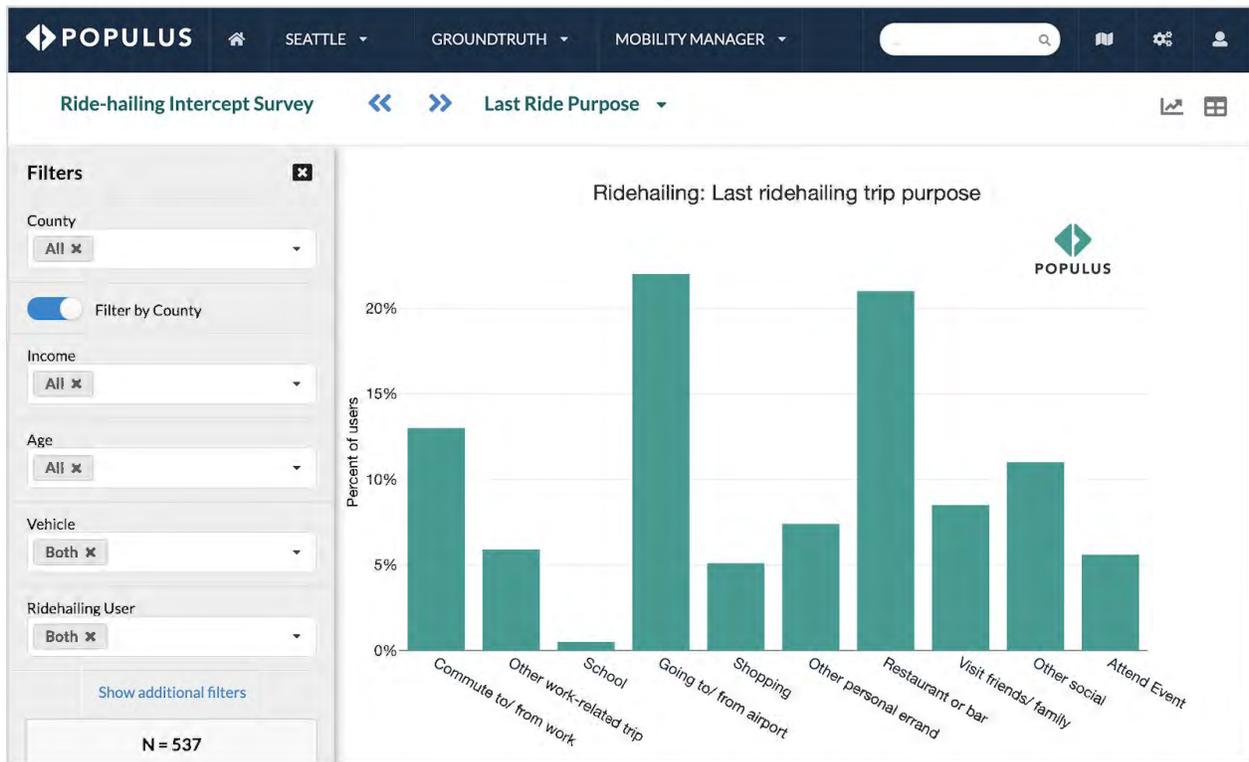


Fig. 19. Populus Operator Survey Data on Mobility Service Adoption and Behavior Change

¹ Clewlow, R. R., & Mishra, G. S. (2017). Disruptive transportation: The adoption, utilization, and impacts of ride-hailing in the United States. *University of California, Davis, Institute of Transportation Studies, Davis, CA, Research Report UCD-ITS-RR-17-07.*

² Clewlow, R. The Micro-Mobility Revolution: The Introduction and Adoption of Electric Scooters in the United States. A Populus Research Report. Accepted for presentation at the TRB Annual Meeting.

3. TECHNICAL SUPPORT & QUALIFICATIONS

3a. QUALIFICATIONS

Populus was founded in 2017, building on the Company co-founders' decades of experience delivering software and data solutions to the public sector for urban and transportation planning. The Populus Team has been supporting cities with shared mobility data management since 2018.

San Diego will have a dedicated Mobility Partnerships Manager who will be available for support, and who will schedule regular check-ins for feedback on how our solutions can be improved to meet the City's needs. Populus is eager to receive and incorporate feedback from your city on how we can improve our existing product features as well as develop new ones.

The Mobility Partnerships Manager will also provide supplemental training sessions as needed (e.g., when new features are released). The Populus Mobility Partnerships Manager will be supported by the CEO of Populus, the Partnerships Team, and the experience engineering team. Bios for the Populus team are included on the following pages.

Populus partnerships, product, and engineering staff are available and able to deliver the product described in this RFP.



Regina Clewlow, Ph.D.

CEO & CO-FOUNDER

Regina Clewlow oversees all operations of Populus. She was formerly the Dir. of Business Development & Strategy at moovel, the North American leader in mobile transit payments and mobility-as-a-service solutions for public agencies, and a transportation research scientist at Stanford, UC Berkeley, and UC Davis. Dr. Clewlow has over 15 years of experience in project management and transportation.

EDUCATION

Ph.D., Transportation Systems, Massachusetts Institute of Technology, 2012

M.S., Civil and Environmental Engineering, Cornell University, 2002

B.S., Computer Science, Cornell University, 2001

PROFESSIONAL HIGHLIGHTS

Populus, Co-Founder & CEO, 2017-present

moovel North America, Director of Business Development and Strategy, 2015-2017

Stanford University, Lecturer and Research Scientist, 2013-2015

Union of Concerned Scientists, Kendall Science Fellow, 2011-2012

Executive Director and Co-Founder, Engineers for a Sustainable World, 2002-2008

Relevant Experience

COMMITTEE MEMBER, MOBILITY MANAGEMENT COMMITTEE, TRANSPORTATION RESEARCH BOARD

Dr. Clewlow serves on a national committee evaluating the role of public agencies in a changing mobility landscape. Selected by the National Academies Transportation Research Board (TRB), Dr. Clewlow is the only data management company representative on a committee composed primarily of representatives from leading public agencies in the U.S. Dr. Clewlow advises the research staff and committee on the role of evolving mobility data sharing standards, methods for analysis, and policies and strategies that can enable public agencies to effectively manage the future of mobility.

MOBILITY MANAGEMENT OF DOCKLESS MOBILITY, LONG BEACH, CA

The City of Long Beach purchased Populus Mobility manager to monitor, evaluate, and more effectively manage the dockless scooter program in their region. Long Beach uses the Populus platform to enforce and analyze the effectiveness of their parking policies and scooter riding rules. Data from the platform is also utilized for future transportation planning in cities around the world. Dr. Clewlow has worked closely with Populus' mobility partnerships team and engineering team to develop the product roadmap to deliver core functionality to Long Beach, and others.

NATIONAL ASSESSMENT OF NEW MOBILITY ADOPTION AND BEHAVIOR CHANGE, UC DAVIS

Motivated by her prior work on Plan Bay Area 2040, the Metropolitan Transportation Commission (MTC)'s transportation and land use forecast for the region, Dr. Clewlow focused her research between 2013-17 on gathering data on the adoption and behavioral impacts of new mobility services. Through representative regional travel surveys deployed in 7 major metropolitan areas (incl. the Bay Area, New York, and Los Angeles), her data collection assessed the adoption and behavioral impacts of employer shuttles, microtransit, carsharing, and ridehailing. Citation: Disruptive Transportation: The Adoption, Utilization, and Impacts of Ride-Hailing in the United States (Clewlow & Mishra, 2017).



Fletcher Foti, Ph.D.

CTO & CO-FOUNDER

Fletcher Foti oversees technical operations at Populus. Before joining Populus, he co-founded and led the data science team at Synthicity, a UC Berkeley software spin-off that simulated alternative urban futures for transportation planners, architects, and real estate that was acquired by Autodesk.

EDUCATION

Ph.D., City and Regional Planning, UC Berkeley, 2014

M.S., Civil Engineering, Portland State University, 2010

B.S., Computer Science, Princeton University, 2001

PROFESSIONAL HIGHLIGHTS

Populus, Chief Technology Officer, 2018-present

MapCraft.io, Co-Founder and Lead Developer, 2015-2018

Metropolitan Transportation Commission, Land Use Modeler, 2015-2016

Synthicity (acquired by Autodesk), Chief Data Scientist, 2012-2015

Relevant Experience

CARSHARING UTILIZATION AND PARKING EVALUATION, SEATTLE, WA

The mobility operator Lime explored launching a carsharing service in Seattle, Washington, under the city's carsharing permit. The city requires that companies operating under the permit deliver self-reporting on the curb spaces that they utilize based on specific policies that are a combination of zone-based and blockface-based. Fletcher first introduced Lime to the Mobility Data Specification (MDS), and worked with them to expand the Mobility Data Specification (MDS) to carsharing, which the Populus platform began ingesting in December 2018. Fletcher also led the development of a digital replica of Seattle's parking policies on the Populus platform in order to deliver the requisite parking utilization reporting by Lime to the city.

DOCKLESS BIKE AND SCOOTER PILOT EVALUATION AND EQUITY ANALYSIS, BALTIMORE, MD

Populus delivers the platform utilized by the City of Baltimore to monitor and evaluate their dockless bike and scooter program. One of the first cities to develop robust equity zones, Populus Mobility Manager was expanded to facilitate more complex analysis of the placement and utilization of vehicles in these areas. Fletcher led the engineering team that expanded our platform to create the tools required for Baltimore's current analysis of their dockless bike and scooter program.

DOCKLESS SCOOTER PARKING ANALYSIS AT TRANSIT STATIONS AND 311 INTEGRATION, OAKLAND, CA

Populus currently delivers the City of Oakland with the primary platform they utilize to monitor their dockless mobility program. Highlighted features that were developed by the Populus engineering team, led by Fletcher, include analysis of scooter parking events at Bay Area Rapid Transit (BART) stations, as well as a custom integration with their 311 system. Tracking scooter parking events over large geographies (e.g. a BART station catchment area) can be slow to process if the proper backend data infrastructure has not been optimized for such analysis. This is a core area of expertise of the Populus engineering team led by Fletcher to ensure that Oakland, and our other public agency customers, can analyze new policies in seconds (or less), not minutes.



Rodney Stiles

HEAD OF POLICY

As Head of Policy at Populus, Rodney leads development of the team's policy agenda, communications, and relationships with cities around the world. Before joining Populus, Rodney worked on ride-hail policy and data reporting for the City of New York.

Relevant Experience

EDUCATION

B.A., Planning & Public Policy,
Rutgers University, 2009

PROFESSIONAL HIGHLIGHTS

Populus, Head of Policy,
2019-present

New York City Taxi & Limousine
Commission, Acting Deputy
Commissioner for Policy &
External Affairs, 2012-2019

New York City Department of
City Planning, Demographic
Analyst, 2009-2012

RIDE-HAIL CONGESTION RULES, NEW YORK CITY

At the NYC Taxi and Limousine Commission, Rodney worked with the NYC Department of Transportation to develop policy options for reducing congestion related to ride-hail services. With NYCDOT, he oversaw a team to analyze the impacts of each policy on congestion, driver pay, and passenger service. Rodney co-wrote the report on the findings, which proposed capping the amount of time cars could spend in the Manhattan CBD without a passenger. He worked closely with the legal team to draft administrative rules to put policy into effect. He also managed the evaluation team which will be tracking implementation of the regulations and recommending any further changes to achieve the city's congestion reduction goals.

DATA REPORTING REQUIREMENTS FOR RIDE-HAIL COMPANIES, NEW YORK CITY

As part of the creation of a new license for companies which do over 10,000 for-hire trips per day in New York City, Rodney developed new data reporting requirements for those companies licensed by the NYC Taxi and Limousine Commission, including requirements for detailed trip, driver pay, driver log-on, and vehicle location data reporting. He oversaw the creation of a data specification for each stream of data, vetting the specifications with companies to ensure better compliance. Rodney worked with companies to coordinate data transmission, and he led the team developing the enforcement plan for non-compliance with data requirements.

EXPANDING ACCESSIBILITY REQUIREMENTS FOR RIDE-HAIL SERVICES, NEW YORK CITY

In 2019, the NYC Taxi and Limousine required ride-hail and other for-hire services to expand services for passengers who use wheelchairs. Rodney worked on the team that developed the regulations, which include requiring companies meet certain wait time standards. Approved providers must ensure that 60 percent of requests for wheelchair-accessible service are fulfilled within 15 minutes and that 90 percent of requests are fulfilled within 30 minutes. His team worked to develop the data reporting necessary to monitor compliance with the regulations, including detailed information on unfulfilled requests. He worked with other members of the team to determine how to validate the data and produce the wait time metrics.



Stephanie Seki, Ph.D.

MOBILITY PARTNERSHIPS MANAGER

Stephanie Seki manages mobility partnerships at Populus. She was formerly a Senior Policy Analyst at Atlas Public Policy working on electric vehicle and shared mobility policy with cities and other stakeholders. Prior to that Dr. Seki was a Senior Program Officer at the Transportation Research Board. She has over 10 years of experience in policy analysis and project management in transportation and engineering.

EDUCATION

Ph.D., Engineering and Public Policy, Carnegie Mellon University, 2016

M.S., Engineering and Public Policy, Carnegie Mellon University, 2015

B.S., Civil Engineering, Carnegie Mellon University, 2008

PROFESSIONAL HIGHLIGHTS

Populus, Mobility Partnerships Manager, 2019-present

Atlas Public Policy, Senior Policy Analyst, 2018-2019

Program Officer, Transportation Research Board, National Academies of Science, Engineering, and Medicine, 2017

Senior Engineer, Haley & Aldrich, Inc., 2008-2012

Relevant Experience

MOBILITY MANAGEMENT OF DOCKLESS MOBILITY, CLEVELAND, OH

The City of Cleveland purchased Populus Mobility manager to monitor, evaluate, and more effectively manage the dockless scooter program in their region. Cleveland uses the Populus platform to enforce and analyze the effectiveness of their special event and vehicle rebalancing policies. Data from the platform is also utilized for future transportation planning in cities around the world. Dr. Seki has worked closely with Populus' mobility partnerships team and engineering team to develop the product roadmap to deliver core functionality to Cleveland, and others.

MOBILITY EVALUATION SURVEY, OMAHA, NE

Populus conducts mobility evaluation surveys for cities during or at the end of their shared mobility programs. Dr. Seki worked with other Populus team members to deploy a mobility evaluation survey in the City of Omaha, Nebraska at the end of their scooter pilot program. The survey was deployed through the operators and through various city portals in order to reach as many people as possible. The City used the results to inform their evaluation of the pilot and enabled them to better understand mode shift and behavior of scooter users. Dr. Seki worked with the city to make sure that they effectively used the results of the survey.

TRANSIT AND MICROMOBILITY RESEARCH PROGRAM, TRANSPORTATION RESEARCH BOARD

Dr. Seki leads the work on this research project for Populus in collaboration with the Shared Use Mobility Center and Nelson\Nygaard. The study is intended to fill the gap in understanding of how micromobility impacts transit in terms of ridership, economic impacts and the built environment. In addition, this study will also provide agencies with a concise framework for building agency-provider partnerships. Populus provides data analysis and insight into the micromobility aspects of the project.

3b. CUSTOMER SUCCESS

User Authorization

The City of San Diego will have access to unlimited users for city employees. Requests for access can be made at any time through email, verbally, or through the platform chat system. Each user from the City of San Diego will be given individual login information, which can then be used to access the platform from any web browser. Any requests for access to the platform from external users will need to be approved by all relevant operators and external users will be required to sign a data access agreement with Populus. Access for external users will be provided for up to 30 days after which the users will be asked to pay an additional fee for extended access.

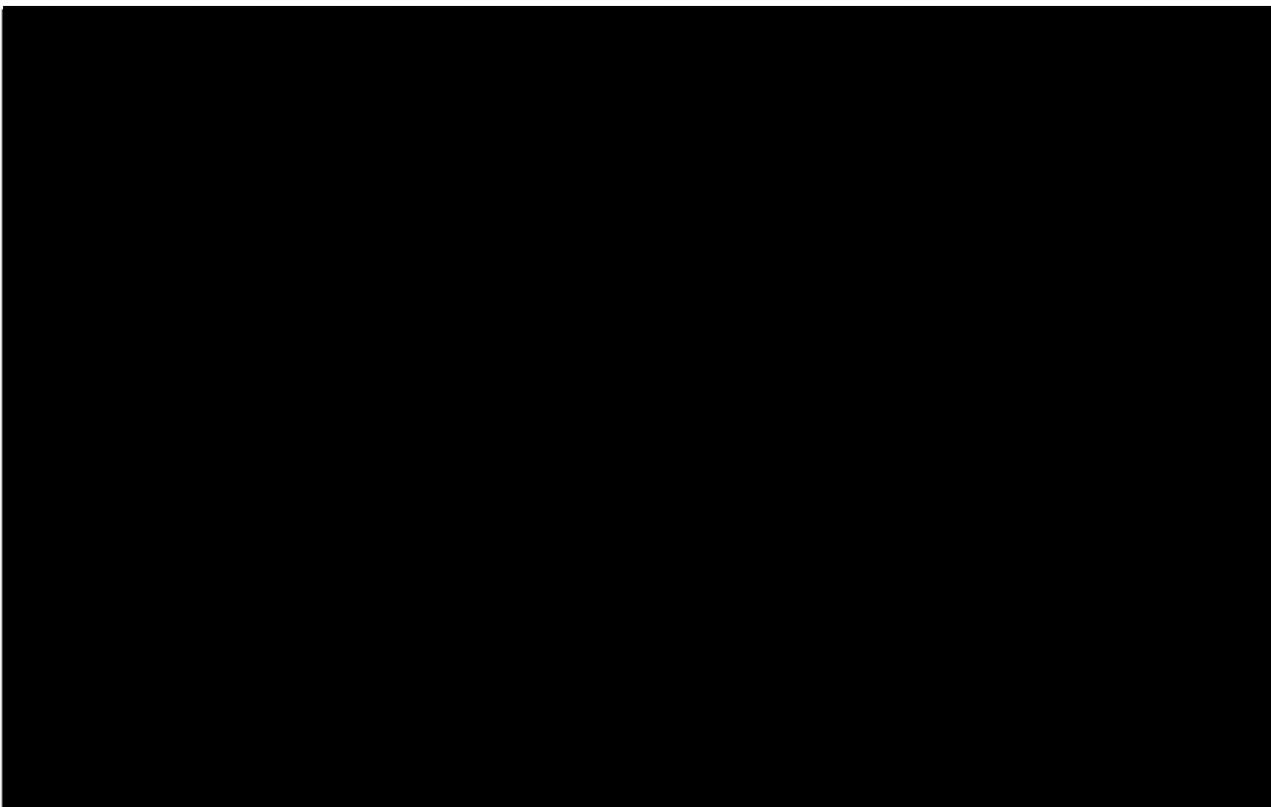
Training

Populus will provide a dedicated Mobility Partnerships Manager for the City of San Diego. The Mobility Partnerships Manager will provide an initial onboarding for all city users. The demonstration can be recorded and accessible to new city users. Additional in-house or online training meetings can be scheduled with the Mobility Partnerships Manager as needed.

Material relevant to the Mobility Partnerships Manager will be accessible through the platform including a Glossary of Terms, FAQs, and other articles produced by Populus.

Customer Support

The Populus team is available for support during typical work hours of 9 am to 5 pm, Monday through Friday. City of San Diego users can contact their Mobility Partnerships Manager through email or phone and can also use the help chat system (see Fig. 20) integrated directly in the platform.



3c. PREVIOUS EXPERIENCE AND REFERENCES

Since 2018, Populus has provided shared mobility data management services in over 70 cities across the United States. We have included examples from five cities below, but our list of paid customers extends beyond. Additional cities we support include: Alexandria, Brookline, Buenos Aires, Chicago, Dallas, Fairfax, Harrisonburg, Hoboken, Lexington, Long Beach, Omaha, Orlando, Tallahassee, Tampa, Tucson, Winston-Salem and more. The first three projects below are labeled and listed as our References. Additional experience is described under numbers 4 and 5.

Populus currently ingests data from 20 operators, including all the shared scooter operators in San Diego. We can easily incorporate moped and carshare data into the current platform provided the data feeds are available from the operators, and adapted the Mobility Data Specification to facilitate the sharing of carsharing vehicle data for curbside parking validation in 2018.

1. City of Baltimore - Reference #1

Agency	Department of Transportation
Description of Work	Populus provides data management services through the Mobility Manager for the popular shared scooter program in Baltimore. Populus meets with the City weekly to ensure that the Mobility Manager is providing the City with the information they need to make sure that operators are complying with their equity distribution program, an important part of the Baltimore shared scooter program.
Performance Metrics and Outcomes	Provided the city with a method to verify that operators are complying with their equity distribution requirements and other parts of the City permit.
Contact	[REDACTED]

2. City of Indianapolis - Reference #2

Agency	Dept. of Business and Neighborhood Services
Description of Work	Populus was awarded a contract through an RFQ process with the City of Indianapolis to provide a data management system for their shared scooter program. Populus provides the Mobility Manager to the City of Indianapolis so that they can manage compliance with the program as well as do long-term planning. Populus regularly meets with the city staff in order to go over new features, requests, and any data issues.
Performance Metrics and Outcomes	Provides the city with a method to properly bill the shared scooter operators and enables the city to more easily monitor compliance with utilization and equity distribution requirements. The city has also used the Populus Mobility Manager Routes Map to look at scooter use before and after a new protected bike lane was installed along a busy street of the city.
Contact	[REDACTED]

	[REDACTED]
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3. City of Cleveland - Reference #3

Agency	City Planning Commission
Description of Work	Populus was awarded a contract through an RFQ process with the City of Cleveland to provide a data management system for their shared scooter program. Populus provides the Mobility Manager to the City of Cleveland so that they can manage compliance with the program as well as do long-term planning.
Performance Metrics and Outcomes	The Mobility Manager has allowed the city to track operator compliance with its vehicle rebalancing locations and special event no-ride zones.
Contact	[REDACTED]

4. County of Arlington

Agency	Commuter Services
Description of Work	Populus has provided data management support to Arlington County for their shared scooter program since 2018, as they were one of the first cities to ask operators for data feeds. Arlington uses the Mobility Manager to measure compliance with their permit for eight scooter operators and to assess how scooters are impacting travel around the city for long term planning purposes.
Performance Metrics and Outcomes	Provided the city with a method to better visualize scooter activity around the County. Arlington used the Mobility Manager to identify locations for on street scooter/bike corrals and were able to share those locations easily with the operators. Arlington also used the maps and other visuals for their Evaluation Report.

Contact	[REDACTED]
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5. City of Culver City

Agency	Department of Transportation
Description of Work	Populus has provided data management support to Culver City for their shared scooter program since 2018, as they were one of the first cities to ask operators for data feeds. Culver City uses the Mobility Manager to measure compliance with their permit requirements and to bill operators.
Performance Metrics and Outcomes	Provided the city with a method to properly bill the shared scooter operators, which resulted in the city adjusting it's next round of permitting to better ensure reliable methods for reporting.
Contact	[REDACTED]

4. INTERROGATORIES

Briefly describe how your organization’s proposed solution can be used to monitor and evaluate the City's Shared Mobility Device program. Please provide additional details with regards to the following aspects:

a. Monitoring of active shared mobility devices, including speed and geofenced boundaries.

The City of San Diego will be able to monitor the activity of shared mobility devices through a number of avenues using the Populus Mobility Manager. The Policy & Evaluation Maps allow the city to develop their own geofence areas, whether slow ride or no ride zones, communicate them to operators, and then monitor them. Fig. 7 shows the Policy Map where the city can draw in the geofence areas and download the shapefiles to share directly with the operators. The activity in the geofenced areas can then be tracked in the Evaluation Map (see Fig. 9) to see how well operators are doing in complying with the geofence policies.

Populus can estimate the speed of vehicles and include that in the tracking that the City of San Diego conducts. We are committed to providing the information that the city needs to conduct enforcement with speed requirements.

Populus is currently updating the Policy and Evaluation Maps in accordance with the MDS Policy release, which will allow cities to create more detailed policies in the platform and directly communicate them to the operators to be implemented. The city will still be able to track compliance within the Evaluation Map.

b. Enforcement of device violations, such as operator staging or rider parking, including features for field staff.

The Populus Mobility Manager is used by cities across the country to enforce device violations. The Live Map can be used for real-time evaluation of the count and location of available vehicles. The City of San Diego can customize the geography in order to track counts within specified areas.

The Policy & Evaluation Maps can be used with historical data to assess how well operators were complying with staging and rider parking. The city could provide a shapefile that would make that tracking efficient.

Populus has also integrated city 311 systems into the platform to facilitate management of issues with shared vehicles (see Fig. 14). This type of system could be developed for the City of San Diego to be an enforcement tool for field staff.

c. Communication features, such as how information can be shared with staff, operators, enforcement, and the public.

Populus can provide an unlimited number of logins to city staff who need to monitor or gain insight from the program. Users can download csv files and shapefiles that can be shared internally and externally to communicate policies, do enforcement, or planning activities. Populus' implementation of the new MDS Policy tool will also enable the city to communicate policies directly to operators.

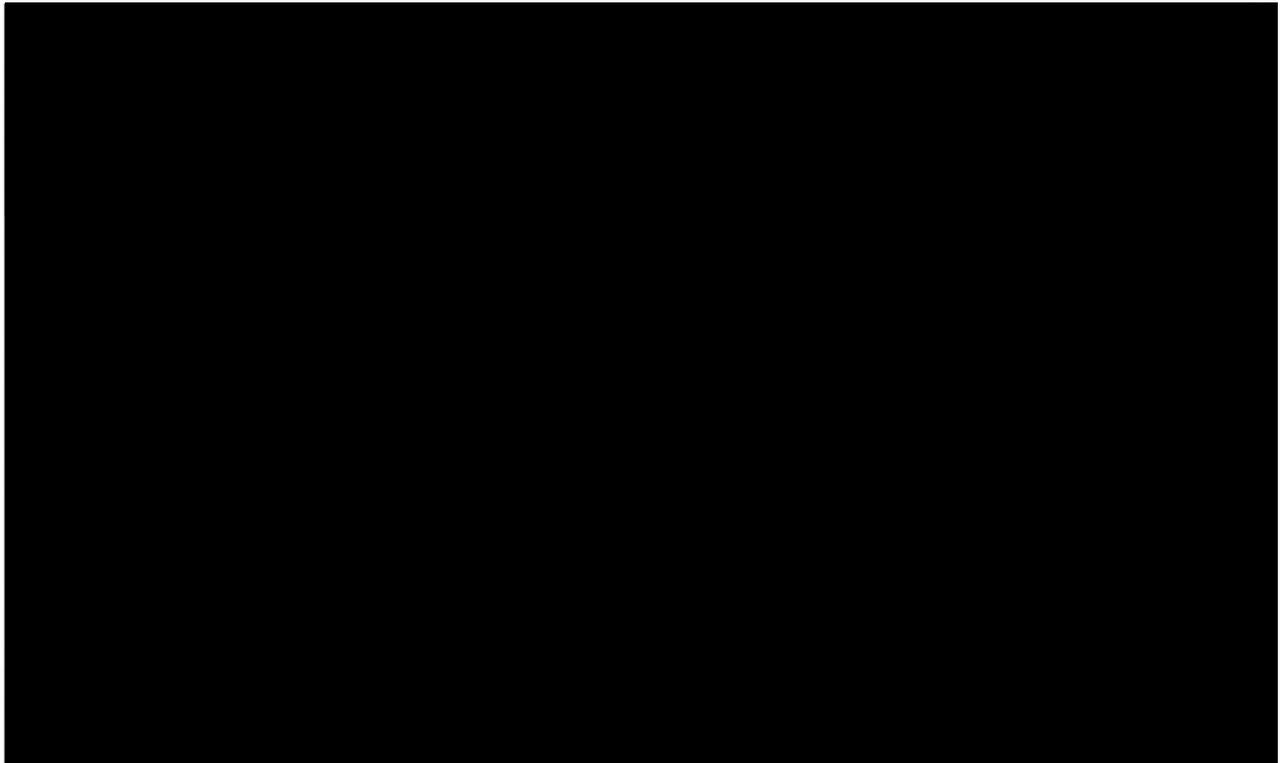
Populus has created alert tools to monitor the compliance with vehicle caps and distributions, which we could expand for the City of San Diego so that the city and operators will know when they are in or out of compliance with the city's policies. Populus is also open to developing a public facing dashboard or other tool and can share summary information or other data.

d. Evaluation of operator equity programs, including distribution of devices in particular communities of concern.

Populus currently helps a number of cities to ensure that their equity requirements are being met by the shared mobility operators. Our Distribution Map (see Fig. 13) provides the cities with a tool that will track the number of vehicles per area, with custom geographies, that automatically counts daily and hourly average vehicles and the percentages. Populus has also created custom reports for cities like Baltimore and Indianapolis where they have more unique distribution requirements.

e. Transit planning, for example first/last mile statistics, and ridership to/from transit hubs.

The City of San Diego can monitor usage around transit stations using the Policy and Evaluation Maps. Populus can add the location of the major transit stations to the Evaluation Map. We will build in buffers for those locations with guidance from the city so that they may change how much area is captured around them. Fig. 21 shows an example in Arlington County where they track trip origins and destinations around the metro stations in the county. They have built in buffers of 5 meters and 10 meters, which can be adjusted for the City of San Diego to meet their needs.



Populus is also part of a research team funded by the Transportation Research Board's Transit Cooperative Research Center that is evaluating the impact of shared micromobility on transit use.

We can share our learnings from that study to help the City of San Diego to best evaluate where riders are starting and stopping their trips.

f. Applicable uses for public safety, including restricting areas, communications, and integrating other data sources, such as traffic.

The Populus Mobility Manager can help cities to create restricted areas and communicate them to the operators. Although we have not incorporated traffic data into our platform, we are open to a discussion on how that could be implemented for the City of San Diego. Populus is also developing curb management solutions that are geared towards creating safer interactions between all vehicles using the curb space.

The mobility industry is rapidly changing and advancing. Please describe your organization's ability to adapt to the changing landscape of mobility and micromobility. If it assists with your response, please consider the following items:

a. Operational/structural capabilities within your organization to implement changes quickly.

Any questions or requests that the city has will be funneled through the Mobility Partnerships Manager or through the Help Chat system in the platform. The Manager works closely with the Product Manager and engineering team to manage technical issues and requests. Our team also has direct contact with all the major operators to quickly troubleshoot any issues with data feeds.

Our engineering team follows agile development processes using a kanban framework, where we regularly deploy/release code on a weekly basis, or even sooner depending on the needs of our customers.

Our customer team has regular meetings and check-in calls with our city partners to make sure there are no current issues with the data or the platform, and also to gather their feedback about new features or functionalities they would like to see. We then have weekly internal product meetings to review the feedback and prioritize work for our engineering team.

b. How your organization stays up-to-date with changes and developments in the mobility industry.

Members of the Populus team are active in both the GBFS and MDS working groups, and have historically (and currently) implement the current version of MDS. Our team prioritizes staying abreast of any changes to MDS, GBFS, and other relevant data standards that may impact our global platform, including the evolution of MDS Provider, Agency, and Policy.

We are the only data platform vendor who are members of the newly formed [Mobility Data Collaborative](#) to develop global standards and best practices for effective and secure data-sharing between private mobility operators and cities. The Populus team was also part of a

consulting bench for the North American Bikeshare Association (NABSA) to update the General Bikeshare Feed Specification (GBFS) to more formally extend it to scooter systems and to inform best practices for data security and privacy.

Populus is also part of a team, with the Shared Use Mobility Center and Nelson\Nygaard, funded by the Transportation Research Board's Transit Cooperative Research Program (TCRP) to conduct research intended to fill the gap in understanding of how micromobility impacts transit in terms of ridership, economic impacts and the built environment. In addition, this study will also provide agencies with a concise framework for building agency-provider partnerships. Populus is providing data analysis and insight into the micromobility and new mobility aspects of the project.

Populus sponsors and attends the major mobility related conferences in the United States and abroad, and is frequently asked to participate on panel discussions at these events. Some of our recent panel events include at the Transportation Research Board Annual Meeting, LACoMotion, NABSA, Texas Mobility Summit, Association of Pedestrian and Bicycle Professionals, National Association of City Transportation Officials, and many more.

c. Planned release schedules or commitments to future product updates.

Populus maintains a product roadmap, which we deem proprietary. Therefore we have included some general descriptions of the improvements we are working on with more general timelines. The following items will be delivered over the next quarter:

- [Redacted]

d. Ability of your organization to accommodate changes or updates to your proposed solution.

Populus is adept at accommodating changes and updates to our platform. Our product team plans out a roadmap months in advance, but is flexible to the needs of our customers. We value highly feedback from our customers that can improve the product for all of our users in the United States and abroad.